Insurance Counsel Journal

April, 1935

Vol. II No. 2

SPRING ISSUE

Officers and Executive Committee 1

"Damn Those Lawyers," by *Capt. William I. Morrow* 2

Tentative Program 2

Right to Direct and Control, by *Benj. Brooks* 3

Editorial 4

Legislative, *Report of President Mayne* 7

Liability of Reinsurer of an Insolvent Surety to Furnishers of Labor or Material on Contracts with the United States, by *Walter W. Downs* 9

Liability Under the Provisions of a Policy of Health Insurance Providing for Both House Confinement and Non-House Confinement, by *Harold S. Thomas* 15

Unauthorized Insurance, by *A. V. Grauhn* 20

Iowa Court Cleans House, by *Frank S. Dunshee* 24

Preliminary Roster 25

Issued Quarterly by

International Association of Insurance Counsel

Massey Building :: Birmingham, Alabama

Entered as Second Class Mail Matter at the Post Office at Birmingham, Alabama

Officers and Executive Committee

President

WALTER R. MAYNE
St. Louis, Missouri

Vice-Presidents

OLIVER R. BECKWITH
Hartford, Conn.

RUSSELL M. KNEPPER
Columbus, Ohio

J. ROY DICKIE
Pittsburgh, Penn.

Secretary-Treasurer

JOHN A. MILLENER,
Rochester, N. Y.

Executive Committee

The President
The Vice-Presidents
Secretary-Treasurer
Geo. W. Yancey,
Last Retiring Pres.
Birmingham, Ala.
} Ex-Officio

For the Term of Two Years

LOWELL WHITE
Denver, Colorado

MARION N. CHRESTMAN
Dallas, Texas

GARNER W. DENMEAD
Baltimore, Md.

For the term of One Year

ARTHUR G. POWELL
Atlanta, Georgia

JOHN G. MCKAY
Miami, Florida

JOHN F. WARD
Columbus, Ohio

For the Term of Three Years

HARRY S. KNIGHT
Sunbury, Penn.

P. E. REEDER
Kansas City, Mo.

R. G. ROWE
Chicago, Illinois

PURPOSE

The purpose of this Association shall be to br'ng into closer contact by association and communication lawyers, barristers and solicitors who are residents of the United States of America, or any of its possessions, or of the Dominion of Canada, who are actively engaged wholly or in (substantial) part in the practice of that branch of the law pertaining to the business of insurance in any of its branches, and to Insurance Companies; for the purpose of becoming more efficient in that particular branch of the legal profession and to better protect and promote the interests of Insurance Companies authorized to do business in the United States or Dominion of Canada; to encourage cordial intercourse among such lawyers, barristers and solicitors, and between them and Insurance Companies generally.

"Damn Those Lawyers"

By Captain William I. Morrow
President the International Claim Association and Assistant Secretary
Aetna Life Insurance Company, Hartford, Conn.

THIS expression, or one more picturesque, is often applied to the legal profession by claim men; and I submit that they frequently deserve some condemnation even if mentioned in milder terms but meaning the same thing.

Claim men, particularly those at the home office of insurance companies, responsible for the negotiations, trials, and disposition of numberless cases all over the country, must at *all times* know the exact status of every claim.

Other companies frequently inquire regarding the status of a litigated case, Insurance Commissioners have complaints that must be answered, agents make wild and erroneous statements that must be corrected without delay, production departments often condemn the action of the claim department because of some particular litigation, and reserves must be adequately set up.

How can the claim man efficiently function or accurately meet any and all of these situations if the lawyer handling the case for him, in a far away city, does not keep him intelligently posted?

The answer is he cannot, hence the necessity and expense of wires and phone calls, all causing delay and dissatisfaction and the uncomplimentary remarks about the attorneys.

When a claim man turns a suit over to an attorney for his attention and the protection of his company's interests, he expects, and rightfully so, that the attorney will map out a course to be pursued in each particular case, advise his client of his opinion as to their chances for success in a defense, and keep his client advised of the progress made either in preparing the case or the negotiations leading to a settlement.

So often the attorney, just as the case is about to reach the Bar, frantically wires for witnesses, original papers, or what have you, without any regard for the work involved, the likely absence of the person or persons required, or the distance separating the home office and the court house.

As lawyers find insurance companies desirable clients; knowing that most claim men appreciate the numerous obstacles that beset the lawyer and want to cooperate with them, to the end—success in each and every case, and thus a credit mark to both the lawyer and the claim man, I suggest that the legal profession interested in insurance practice give a thought to the problems and accountability of the claim man who directs business to them.

Such consideration and help will soon dispel any reason for "Damn Those Lawyers."

Tentative Program

Annual Meeting August 28, 29 and 30, 1935
White Sulphur Springs, West Virginia

ALTHOUGH the Program of Speakers has not been fully completed, it will be of interest to the membership to know the names of the speakers who will appear before the Convention at White Sulphur Springs, West Virginia, on August 28th, 29th and 30th, 1935.

Robert H. Jackson, Esq., General Counsel of the Internal Revenue Department, Washington, D. C., subject to be announced later.

Joseph H. Collins, Esq., Attorney, General Counsel's Staff of Metropolian Life Insurance Company, New York City. Subject: "Introduction of the Common Law of Life Insurance."

Henry Swift Ives, Esq., Special Counsel, Association of Casualty and Surety Executives, New York City,—subject to be announced later.

L. Barrett Jones, Esq., member of the Mississippi Bar. Subject, "The Case at Bar."

Robert L. Webb, Esq., member of the Kansas Bar. Subject: "Liability of In-

surance Company When it Takes full Charge of the Investigation and Defense."

Lionel P. Kristeller, Esq., Member of the New Jersey Bar. Subject: "The Mortgagee under the Standard or Union Mortgage Clause, Some of his Rights and Liabilities."

Richard B. Montgomery, Jr., Esq., member of the Louisiana Bar. Subject: "The Effect of the Presumption Against Suicide upon Burden of Proof in Life and Accident Cases."

Willis Smith, Esq., member of the North Carolina Bar,—Subject to be announced later.

In addition to the above, reports will be made by the Standing Committees of the Association. The Entertainment Committee will at a later date announce its program, and every member can be assured that not only the business program will be interesting and instructive, but the social festivities will also be to their liking.

Special features for the entertainment of the wives and daughters of members will be arranged, so urge them to accompany you, and the Association will do the rest.

"The Greenbriar" and environs is noted the world over for its magnificient beauty, excellent cuisine, golf courses, tennis, swimming, etc., with opportunity for automobile trips through the West Virginia mountains. It is one of our country's delightful spots for play or rest. Start your plans for attending the Convention on August 28th, 29th and 30th, 1935, at White Sulphur Springs, West Virginia.

Cordially,
WALTER R. MAYNE,
President.

Right to Direct and Control

By BENJ. BROOKS
Vice-President and General Counsel American Mutual Liability Insurance Company, Boston, Mass.

"AND the relation of master and servant exists whenever the employer retains the right to direct the manner in which the business shall be done, as well as the result to be accomplished, or, in other words 'not only what shall be done, but how it shall be done'." Singer Manufacturing Co. v. Rahn, 132 U. S. 518.

Employers in most of the states are repeatedly being held liable for compensation payments and for damages where the injuries have resulted from the use of a motor vehicle operated by the owner who was also the defendant's employee.

A review of reported cases leads to the conclusion that a considerable percentage of defense attorneys perhaps fail to realize that a person may at the same time bear to another the relationship of employee and of independent contractor in his performance of activities for the benefit of such other.

It is anticipated that a reading of the following excerpts from opinions by courts of last resort may result in the more frequent use, or at least a more frequent effort to use, a principle of law which all courts and text books hold to be elementary:

"It is not necessary that there be any actual control by the alleged master to make one his servant or agent, but merely a right of the master to control. If there is no right of control there is no relationship of master and servant. If the power of control rests with the person employed, he is an independent contractor. In order that the relation of master and servant may exist, the employee must be subject to control by the employer, not only as to the result to be accomplished but also as to the means to be used. *** We do not understand that these general rules of law are controverted by the plaintiff. The only dispute is their application to the facts in the case at bar.

"It is the contention of the plaintiff that as Parnell was an employee of the defendant and had a fixed weekly wage, with regular hours of employment, and was at the time of the accident on duty in accordance with the terms of his employment, he was a servant of the defendant at the time of the accident.

"Although the conclusive test of the relationship of master and servant is the right

(Continued on Page Six)

Insurance Counsel Journal

PUBLISHED QUARTERLY BY
INTERNATIONAL ASSOCIATION OF
INSURANCE COUNSEL

GEORGE W. YANCEY, *Editor and Manager*
MASSEY BUILDING,
BIRMINGHAM, ALABAMA.

Subscription price to members $2.00 a year. To individuals not members $4.00 a year. Single copy $1.00.

Entered as Second Class Mail Matter at the Post Office at Birmingham, Alabama

VOL. II APRIL, 1935 No.2

THE NEW ROSTER

To enable members to check their names and addresses for new Roster, which will be published and delivered at an early date, a list of members by states is published in this issue of the Journal. Please immediately check your name, address, firm name, and your home office connection, if any, and advise Editor's office immediately if you find any error, or if you desire any change in listing. The new Roster will list members alphabetically and also by states, and you will be furnished with a new binder which will contain two pockets—one for Roster and the other for copy of by-laws and committees.

* * *

CONVENTION

RESERVATIONS. Suggest that you make room reservations for Convention at White Sulphur Springs, West Virginia, August 28th, 29th and 30th, Greenbrier Hotel. Special rate of $8.00 per day American plan has been secured.

TRANSPORTATION. The July issue of the Journal will contain complete transportation information to and from White Sulphur Springs, West Virginia.

TENTATIVE PROGRAM. Tentative program for August Convention is excellent, except your name and your Editor's name do not appear as a speaker. Confidentially, I have been advised that an opportunity will be given you and me and all other members to speak extemporaneously. If you will furnish a copy of your speech, I am sure it will be published in the Journal.

* * *

NEW JERSEY PROTECTS EMPLOYEES AND ASSUREDS FROM FAILURE OF INSURANCE CARRIER AT EXPENSE OF ALL.

Stock and mutual compensation carriers compelled to pay part of premium on business written in New Jersey into state fund to satisfy obligations of insolvent carrier. Is the insurance business of such a public nature, such as banking, that states may go from regulation to prohibition, except under prescribed conditions? If you are interested in the subject refer to Allegeyer vs. Louisiana, 17 Sup. Ct. 427; Terrall vs. Gurke Construction Co. 42 Sup. Ct. 188; St. Louis Cotton Compress Co. vs. State of Arkansas, 43 Sup. Ct. 125; Noble State Bank vs. Haskall, 219 U. S. 104, and recent case showing tendency of the Supreme Court of the United States in the case of Fox et al. vs. Standard Oil Company, Supreme Court Law Edition, Volume 79, page 339.

* * *

HEALTH AND ACCIDENT INSURANCE

Will the diseased applicant for health disability insurance, who fails to make true answer, the malingerer, the courts by their *liberal* construction of insurance contracts, the juries by their prejudice, deprive in time the well and honest man of a proper and often a necessary insurance coverage? There must be a remedy. Who will suggest it?

* * *

TRIAL OF FOREIGN SUBSTANCE CASE

Boyce Rowe suggests to attorneys in the trial of foreign substance cases that they

Annual Convention 1935: August 28th, 29th and 30th. White Sulphur Springs, West Virginia

might quote with profit from a decision of Pickett, J., in the case of Salvatore D'Amico vs. Frisbie Pie Company, reading as follows:

"The plaintiff bought a five-cent pie;
'Twas wrapped in celophane and stamp marked with defendant's name.
And now unto the Court doth cry, the plaintiff, that within this pie
'A mus decamanus' dead did lie,
And when the hungry plaintiff bit into this pie that wasn't fit for human delectation,
His stomach felt such dreadful qualms
That nothing less than money balm
Will cure his perturbation.
He swears le morte rat made him gag,
And from defendant wants some swag
To smooth humiliation.
For lemon pie his appetite no longer yearns with keen delight,
A grevious deprivation.
He lost no time from work or play,
And so for this there's naught to pay.
Defendant's exultation.
He cites the Court from law reports,
Res ipsa, warranty and torts,
To ground his grave contention
That law and justice all demand
That his 'ad damnum' one 'grand'
Be taken as the true dimension
And measure of the direful wrong
Done to his lost digestion.
But thinking well upon his cause
Twenty-five dollars and no 'gold clause,'
Seems reasonable compensation.
And so for that may judgment stand
To him who asks a fulsome 'grand,'
A gross exaggeration."

* * *

TO THE CONTRIBUTORS

Your Editor is deeply indebted to the several contributors to this issue of the Journal. If you will carefully read each of the articles printed herein, I am sure you will be indebted;

To Captain Morrow, for his statement of home office problems and his frank advice to trial attorneys;

To Ben Brooks, for his able brief on the "Right to Direct and Control";

To Walter W. Downs, for his able discussion of "Reinsurance" and the various rights of third parties thereunder;

To Harold S. Thomas, for his interesting discussion of the interpretation given by the courts of a health and accident policy providing for the payment of a certain sum for house confining disability and the payment of a lesser sum for non-house confinement;

To A. V. Grun for his able discussion of "Unauthorized Insurance" and suggestions in reference thereto.

* * *

MEMBERS PLEASE RESPOND

Your officers and Editor would like to hear from the membership as to whether or not they not only find the articles and briefs on various insurance subjects which appear from time to time in the Journal interesting but of value in the handling of pending matters in their office. They would also like to know whether or not the Journals are being filed in your office so that they may be referred to from time to time and used in the preparation of briefs and the trials of cases; also whether or not the membership desires a permanent binder for these Journals. A permanent binder can be secured at a very nominal cost. Arrangements will be made to furnish the membership with such binders if there is a demand for same from the membership.

Your Editor has found these articles of great assistance and value. For example, Mr. Thomas in his article in this issue discusses a question which I am briefing at the present time. The only case in Alabama on the subject of house confining and non-house confining disability is Pennsylvania Casualty Company vs. Perdue, 164 Ala. 508 (51 So. 352). I am now working on a case which the brief and discussion of Ben Brooks fits like a glove. I assume the same applies to you. Therefore, please help us make your Journal of practical value.

Your Editor and officers would appreciate the membership giving them their views, suggestions and criticisms relative to the Journal and its contents, in that it is their desire to make the Journal both interesting and valuable to the membership.

Your Editor is indebted to Boyce Rowe for a brief brought down to date on the constantly reoccurring question of Excess Casualty Liability. If any member is interested in briefing this subject the authorities contained in this brief will be furnished upon request.

RIGHT TO DIRECT AND CONTROL

(Continued from Page Three)

to control, other factors may be considered in determining whether the right to control exists, but they are subordinate to this primary test. This court has held that the method of payment is not the decisive test. **** Neither is the fact that Parnell was an employee of the defendant and had no other employment decisive, for a person may be an agent or a servant as to one part of an undertaking, and an independent contractor as to other parts. In the present case the automobile was owned by Parnell. Although an owner may be employed as a servant to operate his automobile **** the mere fact that a servant uses his own car in his master's business is not final. It was the duty of Parnell to register his automobile and to obtain a license to operate it. The defendant did not require or request Parnell to use his automobile in the business, but merely agreed with him that if he used it he would be paid the equivalent of what he would otherwise be required to pay for railroad or street railway fares. In this particular the case at bar is less favorable to the plaintiff's contention than is Pyyny v. Loose-Wiles Biscuit Co., 253 Mass. 574, 576, 149 N. E. 541, 542, for in that case the defendant agreed to pay the plaintiff "so much per mile for the number of miles that he (the servant) operated said car for them in connection with his employment," it thus appearing that the use of the automobile was expressly contracted for and not merely permitted." Khoury v. Edison Electric Illuminating Company, 164 N. E. 77 at 78 and 79.

"This is an appeal by the insurer from a decree of the superior court, entered after a decision of the Industrial Accident Board. ***

"The claimant testified as follows: "As a bookkeeper" she was in the employ of the subscriber, "whose business is the sale of gasoline, oil and accessories," and she also had to go out to the different gasoline stations upon errands and deliver samples. "She bought a car to do this work and earn extra money." She bought the car in February, 1928, had it registered in her name and paid the insurance on it. "The company did not maintain her car but they paid her extra for everything she did." "Her regular work was bookkeeping. *** Everything she did outside of the office she was paid extra money." She got the gas and oil and accessories "at cost for pleasure as well as business." She used the car on her own business and pleasure too. She was alone when the accident happened, it was a good night and the roads were dry. On the day of the injury, April 18, 1928, she went to Medford upon an errand for Leighton & Barrie, Inc., using her automobile therefor. *****

"There is no evidence reported to warrant a finding that the claimant was subject in any degree to the control of the subscriber in the management of her automobile while driving on the day of the accident, or at the time of the accident. Upon her own testimony she was an independent contractor, and not an employee for whose defaults the subscriber might be held liable to answer in damages. *****

"Decree reversed.

"Decree to be entered in favor of the insurer." Bradley's Case, 169 N. E. 156, 157.

"There is substantial authority for the proposition that the employer is liable for all torts of his agent or servant committed in the course of the employment, and under such authority the distinction between service in the course of the employment that is, and that is not, under the employer's control and direction is not observed. But the doctrine of respondent superior underlying the employer's liability, and through which the liability has been established, is either disregarded or fallaciously applied when the distinction is not made. The doctrine rests on the employer's right of control and direction, and in reason applies only to the extent of the control and direction. What one does by another he does by himself, but what another does is not always the act of the one employing him to do it. Where no control may be implied from the situation and none has been expressly reserved, the mere fact that the relationship is of agency or service should not be enough to subject the employer to liability. And if, under the contract of employment, the employer has control over part only of the service to be rendered, liability for the manner in which the rest of the service is performed does not thereby follow." McCarthy v. Souther 137 A 445 at 449.

"The test of the master's responsibility in all of these cases is authority to control the servant's use of the instrumentality with which the injury is inflicted. We said in Rodgers v. Saxton, 305 Pa. 479, 158 A. 166, 169: "Responsibility is commensurate with authority. *** 'Negligence in the conduct of another will not be imputed to a party if he

neither authorized such conduct, nor participated therein, nor had the right or power to control it.'" In the case before us the defendant had no control over Adams' car. It was in no position to require him to use it, for the use of his car was no part of his contract of service. It could not direct him when, where, or how to drive his car. It had no more control of Adams' car in which he transported himself than it had of the shoes he used in walking from patron to patron. The employer was indifferent as to whether Adams walked, rode a bicycle, or operated a motorcar to reach the people with whom he transacted business. If Adams had chosen to walk from person to person with whom he had his employer's business to transact and in walking he had negligently knocked over and injured another pedestrian, it could not reasonably be contended that his employer should respond in damages for Adams' negligent pedestrianism. So to hold would be to construe the phrase "respondeat superior" beyond its fundamental meaning and to carry its principle to absured lengths and to consequences forbidden by every sound consideration of public policy." Wesolowski et al. vs. John Hancock Mut. Life Ins. Co. 162 A 166 at 167.

In many cases of the kind being considered, it will be noted that the courts have found against the employer on evidence that the motor vehicle owner had followed directions which had nothing whatever to do with motor vehicle operation or had followed certain motor vehicle directions, not because he was under obligation to follow them, but because it was clearly for the mutual benefit of himself and his employer.

A comparison of the reasoning expressed by the Massachusetts supreme court in its opinion in Strong's Case, 178 N. E. 637 and by the Wisconsin supreme court in Badger Furniture vs. Industrial Commission, 227 N. E. 288, with the reasoning adopted by the Minnesota supreme court in its opinions in Anderson vs. Coca Cola Bottling Company, 251 N. W. 3, and Herron vs. Coolsaet Bros., 198 N. W. 134 results in mingled feelings of satisfaction and deep depression.

In closing it is suggested that the reader might be interested in considering the law applicable to the several factors contained in the following supposed situation: Arthur Ayers accepts the workmen's compensation law of New Hampshire in which state he manufactures fish poles and employs as salesmen, at a weekly wage, Barney Brown and Charles Conner. The salesmen go together, in an automobile owned by Brown, to solicit a prospect, living in an adjoining town, and as they near their destination Brown asks Connor to take the wheel while he himself arranges the exhibits. Connor takes the wheel and Brown in carelessly drawing a pole from its case hits Connor in the eye destroying its vision and causing him to lose control of the automobile which collides with an approaching car occupied by the wives of Brown and Connor and all four are seriously injured as a result of the collision. Under a New Hampshire statute a wife can maintain a suit against her husband for any tort as though they were not married. Each salesman claims compensation from the employer and each wife sues both salesmen and the employer.

Legislative

Report of President Mayne to Membership

WITH the Legislatures of practically all states in session since January, the various Legislative Committees of many of the states have been active in opposing objectionable legislation which would be inimical to the interest of Insurance Companies. It is gratifying to secure the response of members of the Legislative Committee when called upon to assist in the opposition to such legislation or sponsoring the passage of beneficial insurance laws.

The Association's attention was called to Senate Bill No. 57 of the State of Kansas. This Bill provided for allowance of attorneys' fees in suits against Surety Companies for the recovery of penalty on fidelity bonds for public officials and others. Our Kansas Legislative Committee, headed by Harry W. Colmery, Esq., was urged to oppose this Bill, and he responded by wire advising that he was promised a hearing before the Judiciary Committee. On March 1st, Mr. Colmery wired that Senate Bill No. 57 had been rejected and defeated. Mr. Colmery has also reported other Bills offered in his state which were also defeated.

Nebraska Bill No. 27 provided for the establishment of Monopolistic State Fund for Public Official Bonds. When advised of this Bill, members of our Legislative Committee of that state responded immediately in opposition thereto.

Minnesota Senate Bills No. 467 and 465, relating to Survival of Causes of Action and Regulating the Right and Remedy to Recover Damages for Negligence were called to the Association's attention. Mr. Chas. N. Orr, Chairman of our Legislative Committee for this state, and also State Senator from the St. Paul District, immediately responded to the Association's request for watchful attention to such legislation, and reported that he would cooperate fully with Mr. Helm, Secretary of the Insurance Federation of Minnesota.

State of Washington Bill No. 437, Relating to State Fund for Payment of Compensation to Those Injured by Motor Vehicles, was also deferred for passage and later reported that this Bill did not pass, due largely to the efforts of our Washington Legislative Committee, of which Cassius E. Gates, Esq. of Seattle, is Chairman, Charles T. Hutson, of Seattle and Francis J. McKevitt, of Spokane, being the other members.

Through the efforts of Raymond Hildebrand, Esq., of Glendive, Montana, House Bill No. 226, Relating to Monopolistic State Fund Workmen's Compensation, was reported unfavorable by the Committee.

Idaho House Bill No. 18, for Increase of Premium Tax of Five Per Cent, was referred to our Legislative Committee of that state, and immediate response was made that such legislation would be carefully watched with a view of defeating it. Mr. Haga, of Boise, Idaho, reports that the Bill was not reported out by the Printing Committee.

In the Pennsylvania Legislature many objectionable bills were introduced and these matters were referred to Francis Chapman, Esq., Chairman, and Harold B. Beitler and J. Borton Weeks, members, of the Legislative Committee of that state, who have been very cooperative in this work.

Mr. Ralph T. Stewart, of Salt Lake City, Utah, reports the passage of House Bill No. 196, which materially lessens the liability of Insurance Companies in guest cases, and will aid in the defense of all guest cases. The new law makes it necessary to prove either intoxication or willful misconduct on the part of the operator of the car. Mr. Stewart insisted on the passage of this law and he and Representative Richards, author of the Bill, should be commended in advocating this form of constructive and beneficial legislation.

Mr. Donald Gallagher, of Albany, New York, reported Bill No. 2429, Relating to an Act Prohibiting the Securing of Statement or Release within Ten Days after Accident and Subjecting one to Penalty for Violation Thereof. This law is vicious in form and substance and it is gratifying that Mr. Gallagher later reported that the Bill was killed in the Senate Codes Committee.

Upon notification from Mr. Hervey J. Drake that Maine House Bill No. 1234, pertaining to Compulsory Automobile Insurance, as having been passed by the House, Mr. William B. Mahoney, Chairman of the Legislative Committee of that state, wired that he was working in opposition to the Bill. We are pleased to report that the latest information obtained is that the Bill was defeated and are also pleased to report that Mr. Clement F. Robinson, also a member of this Committee, advised that the Bill had been defeated by the Senate.

Mr. Russell M. Knepper, Counsel for the Insurance Federation of Ohio, has been sending regularly a weekly bulletin which outlines the activities in that state on insurance legislation. Needless to say there are many bills introduced which are having the watchful eye of Mr. Knepper, and it is confidently believed that nothing will slip by his notice which will prove detrimental from an Insurance Company's standpoint.

Mr. George W. Yancey, of Birmingham, Alabama, notified all the members of our Association in that state with reference to Senate Bill No. 184 and House Bill No. 425 relating to a state fund for compensation insurance. He urged the members of our Association to communicate with the State Senators and Representatives and lend all assistance to defeat such legislation.

Mr. Hervey J. Drake, General Chairman of our Legislative Committee, has worked faithfully in keeping in touch with the hundreds of Bills introduced throughout the various states, and has expressed his appreciation for the services rendered by our Association through our State Legislative Commitees.

It is impossible to acknowledge the efforts and assistance of every member of our Association, with whom I have corresponded on matters of legislation, but I can say that I

have never experienced such quick response to my appeal for assistance. The members have performed cheerfully, efficiently and without expense to the Association. On behalf of the Association I wish to thank each member who has assisted in this work.

Mr. R. P. Hobson, of Louisville, Kentucky, has called attention to House of Representatives Bill No. 6452 known as the Hobbs Bill, Prohibiting the Use of Mail for Solicitation of Business in States by Unlicensed Insurance Companies. The passage of this Bill will aid legitimate companies and stop the solicitation by "Fly by Night Companies." We urge our membership to sponsor the passage of this Bill through your Congressmen.

Although many of the State Legislatures are still in session, we cannot tell definitely what objectionable Bills may slip through during the closing days of the session, yet I feel that our Legislative Committees are on the alert and will continue their efforts to carefully watch and protect the interest of Insurance Companies.

Respectfully,
WALTER R. MAYNE, *President.*

Liability of Reinsurer of an Insolvent Surety to Furnishers of Labor or Material on Contracts with the United States

By WALTER W. DOWNS
Manager and Attorney Surety Claim Department
New Amsterdam Casualty Company

THE Hurd Act (40 USCA Sec. 270) provides:

"Any person or persons entering into a formal contract with the United States for the construction of any public building, or the prosecution and completion of any public work, or for repairs upon any public building or public work, shall be required before commencing such work, to execute the usual Penal Bond with good and sufficient sureties, with the additional obligation that such contractor or contractors shall promptly make payments to all persons supplying him or them with labor and material in the prosecution of the work provided for in such contract."

By the Act of Congress of August 13, 1894, as amended by the Act of Congress of March 23, 1910 the Secretary of the Treasury is empowered to promulgate regulations governing the issuance of Certificates of Authority to bonding companies to do business with the United States as Sureties on recognizances, stipulations, bonds, and undertakings.

One of the regulations of the Secretary is that no company shall be accepted as sole Surety on any bond, the penal sum of which is greater than ten per centum of the paid up capital and surplus of such company. Two or more companies may be accepted as Sureties on any bond provided the penal sum of the bond does not exceed their aggregate qualifying power as determined by the Secretary.

The regulations further provide, however, that these limitations shall not apply to any obligation when the liability in excess of the Surety's qualifying power is protected, in respect to bonds running to the United States, by reinsurance affected simultaneously with the execution and delivery of the original bond, or within forty-five days thereafter, of such excess with any company holding a certificate of authority from the Secretary of the Treasury.

In furtherance of these regulations the Treasury Department has until recently required that such reinsurance agreement be executed by the reinsurer on the form prepared by the department and that said agreement be delivered to the department and retained by it. This Agreement is styled "REINSURANCE AGREEMENT IN FAVOR OF THE UNITED STATES" and, after reciting the execution of the bond by the Surety the penalty thereof and the acceptance of the reinsurance by the reinsurer, provides that the reinsurer

"Covenants and agrees to pay to the United States, the obligee in said bond, the full sum of.....thousand dollars, the amount of this reinsurance, and in case of

the failure of the said (Surety) to pay to the United States any default for a sum less than.....thousand dollars, the amount of said reinsurance, than the said (Reinsurer) hereby covenants and agrees to pay to the United States the full amount of such default, or so much thereof as shall not be paid to the United States by the said (Surety); IT BEING THE PURPOSE AND INTENT HEREOF TO GUARANTEE AND INDEMNIFY THE UNITED STATES AGAINST LOSS UNDER SAID BOND." (Capital letters supplied).

As this reinsurance agreement runs only in favor of the United States, it is necessary that an additional reinsurance agreement be executed by the reinsurer in favor of the original Surety called the reinsured. This latter agreement is usually executed on one of the Standard Forms of Reinsurance Agreement adopted by the Surety Association of America. This reinsurance agreement provides among other things, that:

"If, under any law, this reinsurance agreement is required to be in such form as to enable the obligee or beneficiary of the bond to maintain an action thereon against the Re-Insurer jointly with the Re-Insured, and upon recovering judgment against the Re-Insured to have recovery against the Re-Insurer for payment to the extent to which it may be liable under this reinsurance and in discharge thereof, then this agreement shall be deemed to be a compliance with such law."

Some standard forms of reinsurance agreement further provide:

"The Re-Insurer, if it desires to do so, may pay its share of the loss by means of a check drawn in favor of the obligee under the bond."

The ordinary type of reinsurance contract has been established for centuries and the great weight of authority is that the original insured may not sue the reinsurer because there is no privity of contract between them. In 33 Corpus Juris Sec. 735 the following statement is made:

"The contract of insurance and that of reinsurance remain totally distinct and unconnected and the reinsurer is in no respect liable, either as Surety or otherwise, to reinsured's policyholders; and accordingly, they have no right of action against the reinsurer on the contract of reinsurance, nor any right of action against the reinsurer to reform the policy."

In Allemannia Fire Insurance Company v. Fireman's Insurance Company, 209 U. S. 326—The Supreme Court of the United States made the following statement concerning this type of reinsurance contract.

"The only question before the Court is as to the construction of the language of the reinsurance compact. The term re-insurance has a well-known meaning. That kind of contract has been in force in the commercial world for a long number of years, and it is entirely different from what is termed 'double insurance,' i. e., an insurance of the same interest. The contract is one of indemnity to the person or corporation reinsured, and it binds the reinsurer to pay to the reinsured the whole loss sustained in respect to the subject of the insurance to the extent to which he is reinsured. It is not necessary that the reinsured should first pay the loss to the party first insured before proceeding against the reinsurer upon his contract. The liability of the latter is not affected by the insolvency of the insured or by its inability to fulfill its own contract with the original insured. The claim of the reinsured rests upon its liability to pay its loss to the original insured, and is not based upon the greater or less ability to pay by the reinsured."

Other cases to the same effect are:

Royal Insurance Company v. Vanderbilt Insurance Company, 102 Tenn. 284 (1899).

Vial v. Norwich Union Fire Insurance Company, 257 Ill. 355.

Baltica Insurance Company v. Carr, 330 Ill. 608,162 N. E. 178 (1928).

Morris & Co. v. Skandinavia Insurance Company, 279 U. S. 405.

If the agreements here under discussion are of the nature contemplated by the foregoing authorities it is well settled that labor and material furnishers have no cause of action against the reinsurer of the original Surety. Consequently such claimants, in order to state a cause of action against the reinsurer, have had to allege that these agreements contained special provisions made for their benefit, or that they were additional bonds given under the Hurd Act, for, as stated by Judge Chestnut, in United States to

the Use of Colonial Brick Corporation v. Federal Surety Company 5 Fed. Supp. 247:

"Of course, re-insurance contracts, just as original contracts of insurance, in the absence of statutory regulations, are flexible in their nature, and any particular contract of re-insurance may, by its special provisions, expressly or by necessary implication, or by separate agreement between the parties, confer rights upon the original insured which would not otherwise exist. For illustrations, see Globe Nat. F. Ins. Co. v. American Bonding and C. Co. (Iowa Sup. Ct.) 35 A. L. R. 1341; 195 N. W. 728, recognizing an exception to the general rule where the reinsurance was obtained at the express request of the Insured and as a condition of his acceptance of the original policy. The most common exception to the general rule arises in cases of general re-insurance by one Company of all its outstanding risks or all those outstanding in a particular locality, (compare Shoaf v. Palatine Ins. Co., 127 N. C. 308) in consideration for a transfer of all or a substantial part of its assets to the reinsuring company. This exception proceeds upon the theory of a substitution of parties by mutual consent."

The exception does not apply to any of the cases here under discussion. These cases arise by reason of the inability of the original insured to meet its obligations because of financial difficulties and not because of any transfer of its assets to the reinsurer.

In Greenman v. General Reinsurance Corporation, 237 A. D. (N. Y.) 648, 262 New York Supp. 569 the Court said, in answer to the statement of the policyholder that he had been advised of the reinsurance contract and had relied upon it,

"Assuming this to be true, there would be a change of a written agreement between the reinsured and the insured. The latter would not be liable to the former for premiums, nor would the reinsurer become liable directly because of the confidence inspired in the insured that he had greater security. It would still remain a contract of reinsurance with the defendant obligated only to the New Jersey Company."

The use-plaintiffs in the case of Colonial Brick Corporation v. Federal Surety Company (supra) alleged that the provisions of the Standard forms of reinsurance agreements quoted above were for their benefit. The Court in its opinion answered that allegation as follows:

"I do not consider these provisions of the general conditions applicable to the instant case. So far as I am aware, there is no federal law, by either statute or decision, that makes these provisions of the bond applicable in this case. They were probably inserted because the general form of bond was prepared for use in any one of the United States and to meet the local conditions in some state or states resulting from special statutes or Court decisions contrary in effect to the general law of reinsurance above mentioned."

The same issue was recently raised in the Supreme Court of the District of Columbia by a motion to dismiss the bill of complaint. Justice Jennings Bailey holding an Equity Court after extensive oral argument and the submission of briefs not only on the question of the right of the labor and material furnishers to sue on the standard form of reinsurance agreement, but also on the reinsurance agreement in favor of the District of Columbia (which is identical to that required by the United States), entered an order without opinion, dismissing the bill. Bruckner-Mitchell, Inc. v. National Construction Co. Equity No. 55757. (Not reported).

While the writer does not know of any cases other than the two last above cited which rule on the right of third parties to recover upon the standard form of reinsurance agreement, three cases in addition to Bruckner-Mitchell, Inc. v. National Construction Co. (supra) have come to his attention interpreting the reinsurance agreement in favor of the United States.

On July 6, 1933, Judge Luther B. Way of the United States District Court for the Eastern District of Virginia in sustaining the demurrer of the defendant Home Indemnity Company expressed the following opinion:

"It seems to me that neither the original plaintiff nor any intervenor has any right under the reinsurance agreement, which is designated, 'RE-INSURANCE AGREEMENT IN FAVOR OF THE UNITED STATES,' but rather that said agreement was given and accepted solely for the purpose of guaranteeing and indemnifying the United States in its own right against loss under the 'Standard Form of Performance

Bond' furnished by the Southern Surety Company—

It will be observed that no reference is made in the reinsurance agreement to any intention or purpose to indemnity or guarantee persons furnishing labor or materials in the proposed public work, nor is such purpose or intent reasonably to be implied from the express provisions. On the whole, it seems to me that the only reasonable interpretation which can be given to the reinsurance agreement is that it guarantees to the United States in its own right, the solvency of the Southern Surety Company of New York to the extent of not exceeding $140,154.25, and that it does not, either expressly or impliedly, undertake to guarantee the faithful performance and observance of all of the obligations of the 'Performance Bond,' designated in the Act of Congress as the 'usual penal bond,' given by the Southern Surety Company among which obligations is the obligation to pay labor and material claims." United States for the Use of H. F. Hutchens v. Batson-Cook Company, Inc.

The same opinion was expressed in January, 1935 by Judge Dawson in the case of United States of America for the Use of Thomas Brown v. William B. Pell and Bro., Inc. No. 1610 in the United States District Court for the Western District of Kentucky. (Not reported).

However, Judge Dawkins in the case of United States for the Use of Bukelew Hardware Company v. Union Indemnity Company, 6 Fed. Supp. 360 in an opinion contra said:

"As to the contention that the furnishers of labor and material cannot sue upon the reinsurance bond in favor of the United States, upon which the International Reinsurance Corporation is Surety, I am of the opinion that this is an obligation in favor of the United States upon which it could have sued the same as the one signed by the Union Indemnity Company, and for that reason it was taken to protect both the Government and said claimants. I see no reason why the Government might not accept two or more bonds with separate sureties for this protection, or any additional bond or security given for the same purpose cannot be availed of by either the Government or the furnisher of labor and materials. The Statute does not describe the number or amounts of 'usual penal bonds' which may be given and any such bonds given for the declared purposes of the law, I believe fall within that category. This reinsurance bond was furnished by the Government to the original plaintiff, along with that of the Union Indemnity Company, as a part of the papers upon which to institute suit according to the Statute."

It is submitted that it is non-sequitur for the Court to say that because the United States could sue the reinsurer that the reinsurance agreement protects the labor and material furnishers as well as the Government, or that because the United States could have required more than one bond for the protection of labor and material furnishers that it did so in fact.

That the United States could require additional protection to the furnishers of labor and material is well settled.

In Equitable Surety Company v. U. S. 234 U. S. 448, 58 L. ed. 1934 the United States Supreme Court cites U. S. v. National Surety Company, 92 Fed. 549, 34 C. C. A. 526 and quotes therefrom with approval the following:

"The bond which is provided for by the Act (Hurd Act) was intended to perform a double function,—in the first place, to secure to the Government, as before, the faithful performance of all obligations which a contractor might assume towards it; and, in the second place, to protect third persons from whom the Contractor obtained materials or labor. Viewed in its latter aspect, the bond by virtue of the operation of the Statute, contains as agreement between the obligors therein and such third parties that they shall be paid for whatever labor or materials they may supply to enable the principal in the bond to execute his contract with the United States. The two agreements which the bond contains, the one for the benefit of the Government, and the one for the benefit of third persons, are as distinct as if they were contained in separate instruments, the Government's name being used as obligee in the letter of the agreement merely as a matter of convenience."

Also Guarantee Co. v. Pressed Brick, 191 U. S. 416, 24 Sup. Ct. 142.

That the United States did not require additional protection for the benefit of labor and material furnishers is apparent upon the

face of the so-called reinsurance agreement because it expressly states that it is the intention of the agreement "to guarantee the United States."

In discussing this contention Judge Way in his opinion in Hutchins v. Batson-Cook, Incorporated (supra) said:

"However, the mere provision in the contract that the contractor could be required from time to time to furnish additional security to protect both the interests of the Government and of persons furnishing labor and materials as contemplated by the contract, is not sufficient in itself to incorporate such a provision in favor of labor and materials in the reinsurance agreement.

That the Government under this provision of the contract above referred to, could have required from the contractor security in addition to that given by the Southern Surety Company for both purposes, is clear, but that it failed to require additional security, except for its own protection, is I think equally clear.

The re-insurance agreement here sued on does not undertake to guarantee full and faithful performance of the 'Performance Bond' given by the Southern Surety Company, and, consequently, of the obligations of the contract which that bond was given to secure, but is limited to guaranteeing and indemnifying the United States against loss under said performance bond. *That is what the parties to the re-insurance agreement have said is its intent.* By this I refer to that provision in the re-insurance agreement following both the recitals and contractual engagements, which provision reads as follows:

'It being the purpose and intent hereof to guarantee and indemnify the United States against loss under said bond.' (Italics supplied).

The Court in United States to Use of Stallings v. Starr, 20 Fed. (2nd) 803 said:

"The mere requirement of the Statute that a bond contain an obligation does not incorporate the obligation in the bond; for as said by Chief Justice Stacey in Ideal Brick Co. v. Gentry, 191 N. C. 636: It is a principle too well established to require the citation of authorities that, 'as a party consents to bind himself, so shall he be bound.' "

The Court in Babcock and Wilcox v. American Surety, 236 Fed. 342 at 343, succinctly stated the proposition thus:

"When all is said the case is simply this: That Opdhal by his contract agreed to have a bond obligating himself to pay the claims of materialmen, but he failed to give any such bond. The surety company signed the bond which was executed and no other. The bond itself did not provide for the payment of materialmen, nor did the contract contain any such provision. The case is not difficult unless we try to make it different from what it really is."

To the same effect:

U. S. v. Montgomery Heating and Ventilating Co., 255 Fed. 683.

U. S. v. Stewart, 288 Fed. 187.

U. S. to the Use of Zambetti v. Am. Fence Construction Company, 15 Fed. (2nd) 450.

In considering the so-called "Re-insurance Agreement in Favor of the United States" as an additional bond, Judge Dawkins is probably more accurate than those who consider it as a form of re-insurance agreement. Whatever else it may be, it is not reinsurance in the commonly accepted understanding of that word. Webster defines the word "re-insurance" as follows:

"An act of reinsuring, or the amount protected by reinsuring, by an insurer or underwriter to protect himself against risk already incurred."

The same authority defines "reinsure" as follows:

"To insure again; specifically, to insure, as life or property, in favor of the one who already has an insurance risk upon it."

The Encyclopedia Brittanica defines "reinsurance" in the following words:

"Reinsurance is the term used to denote the transaction whereby a person who has insured a risk insures again a part or the whole of that risk with another person. The purpose of reinsurance is to relieve the original insurer from a liability which is too heavy for him to carry. There is no privity of contract between the reinsurer and the original insured, so that the latter could not sue the former to recover any part of a loss, but the insured could recover in respect of a loss against the original insurer

up to the full amount of the policy, notwithstanding that part of it had been reinsured."

Bouvier defines "reinsurance" in the following words:

"Insurance effected by an underwriter upon a subject against certain risks, with another underwriter, on the same subject, against all or a part of the same risks, not exceeding the same amount. In the original insurance, he is the insurer; in the second, the assured. His object in reinsurance is to protect himself against the risks which he has assumed. There is no privity of contract between the original assured and the reinsurer, and the reinsurer is under no liability to such original assured."

The essential element of a reinsurance contract is to relieve one who has assumed a risk of a part of the burden.

It cannot be said that in securing this so-called reinsurance agreement in favor of itself that the United States was endeavoring to relieve itself of a part of any risk on account of claims filed by the furnishers of labor and material because the United States is not exposed to any such risk.

As was said by the Supreme Court in United States v. McCord, 233 U. S. 157:

"By Statute a right of action is created in favor of certain creditors of the contractor. This cause of action did not exist before and is the creature of the Statute. The Act (Hurd Act) does not place a limitation upon a cause of action theretofore existing, but creates a new one upon the terms named in the Statute.

The Statute thus creates a new liability and gives a special remedy for it, and upon well settled principles the limitations become a part of the right conferred and compliance with them is made essential to the assertion and benefit of the liability itself."

The remedy given labor and material furnishers is a cause of action as defined and limited by the Act, namely, a suit on that part of the bond of the original surety creating the additional obligation guaranteeing the payment of their claims—U. S. v. National Surety (supra).

"When a Statute creates a new offense and announces the penalty, or gives a new right and declares the remedy, the punishment or remedy can be only that which the Statute prescribes." Farmers National Bank v. Dearing, 91 U. S. 29, 35.

Neither the Hurd Act nor any other Act of Congress requires or permits any department of the Government to obtain any agreement from the reinsurer of the original Surety confering a right or giving any remedy thereon in favor of labor and material furnishers.

It is equally clear from the express terms of the so-called reinsurance agreement in favor of the United States that neither the reinsurer nor the United States intended the agreement to create any liability thereon in favor of labor and material furnishers.

"If the language of the contract between the plaintiff and the defendant plainly points to one of them, the discussion is closed. Like other contracts of insurance, it is to be construed according to the sense and meaning of the terms which the parties have used."

French Mut. General Society v. U. S. F. & G. Co., 203 Fed. 558.

The agreement is obviously a bond of indemnity running to the United States in the event of the insolvency of the original surety and it so states by its express terms. At most it is an additional bond executed pursuant to that part of the act which requires the "usual penal bond" to protect the United States.

The indemnitors of the obligor on a bond executed pursuant to the Hurd Act cannot be made parties to an action against the obligor. In Mullin v. United States to the Use of Chapin-Hall Lumber Company, 109 Fed. 817, the Court at page 818 says:

"This action is exclusively upon the bond, and maintainable only as such by virtue of the Statute providing for such a bond, and giving an action upon it to the prosecutor.

The plaintiff in error, Mullin, is not an obligor on the bond, he cannot be held liable for a breach of this condition. The judgment must therefore be reversed as to him."

To consider the agreement as one of reinsurance for the benefit of labor and material furnishers not only gives them protection never contemplated by Common Law, Statute, or by the parties named therein, but also exposes the reinsurer to a double liability—once

to the reinsured and again to the labor and material furnishers.

Since the liability of the reinsurer is not affected by the insolvency of the original Surety, or by the inability of the latter to pay its obligation to labor or material furnishers, Allemannia Fire Ins. Co. v. Fireman's Ins. Co. (supra) the converse ought equally to be true; namely, that the insolvency of the original Surety ought not to operate so as to create a right in favor of labor and material furnishers not otherwise existing.

Liability Under the Provisions of a Policy of Health Insurance Providing for Both House Confinement and Non-House Confinement.

By Harold S. Thomas
General Counsel Union Mutual Life Company

POLICIES of health insurance, at least those of comparatively recent origin, contemplate indemnity for illness of two different degrees, one whereby the illness is of such serious character that the insured is strictly and continuously confined within the house, and secondly, for a period of convalescence or moderate illness whereby the insured is not strictly confined to his house or yard.

Such policies are variously worded. Those that provide for the two degrees of illness have, of course, the prime requisite that throughout both periods the assured must be totally disabled, and most of them provide for regular attendance by a legally qualified physician, at least throughout the house confinement period. These policies provide for confinement "in the house," "to the house," and "within the house."

In the trial of the case which occasioned the instant brief, the policy provided as follows:

"HOUSE CONFINEMENT. Eighty ($80.00) Dollars per month for four years. (A) During which the insured shall suffer from any bodily sickness . . . for the number of consecutive days that the insured by reason of such sickness shall be strictly and continuously confined within the house and attended at least once every seven days by a legally qualified physician.

"NON-HOUSE CONFINEMENT. Forty ($40.00) Dollars per month for three months. (B) Immediately following said confinement, or by reason of non-confining sickness, during which the insured shall be wholly and continuously disabled . . . the insured shall be attended at least once every seven days by a legally qualified physician."

Under the facts of the Iowa case the assured was taken sick on the 16th day of January, 1926. He remained in his house at Fort Dodge, Iowa about a week, and by reason of his service overseas was thereafter transferred to the Veterans Hospitals at Excelsior Springs, Missouri and Dwight, Illinois, where he was confined until returning to his home on the date of March 26, 1926. During his stay in the hospitals and upon his examination upon returning home, he was advised by all physicians to be careful about his food, do no work of any kind, to keep away from excitement and noise, and especially to remain out in the open as much as possible in an attempt to regain his health. The assured suffered from arthritis of the spine. After he came back to his home on March 26, 1926 he was out of doors practically every day, walking or driving. He purchased a car and drove it some four thousand miles. It was admitted in the trial of the case that the assured was totally disabled a much longer period than three months following the date of March 26, 1926. The Company did not contest the question as to whether or not his transfer from his home to the various hospitals violated the house confinement clause. It attempted to confess judgment for the total sum of the house confinement from January 16, 1926 to March 26, 1926 and for an additional three months for the non-confining illness. The trial court, having allowed the jury to return a verdict at the house confinement rate until May 16, 1927, the Company appealed to the Supreme Court. The Iowa court, in arriving at its finding, reviewed the following decisions:

Scales vs. Masonic, 40 Atlantic (N. H.) 1084:

"The policy provided that the illness 'shall require absolute, necessary and continuous confinement to the house.' In that case the court held, 'It would be generally understood that a sick person was confined to the house, although he went into the dooryard to take sun baths or get fresh air. To the strict constructionist the phrase 'to the house' does not mean the same as 'in the house.' That the insured was confined 'to his house' notwithstanding he spent a portion of his time in the dooryard'."

Sawyer vs. Masonic, 73 Atlantic (N. H.) 168. The Supreme Court of New Hampshire again had the question before it under a policy that provided for liability if the insured was 'continuously confined to his house.' The Court reviewed the Scales case and held:

"That where it appeared the insured was able to walk a quarter of a mile from his house to the barber shop and went once or twice a week to the office of his physician for treatment, on the advice of his physician, that a non-suit should have been granted."

In Hoffman vs. Michigan Assn., 87 N. W. (Mich.) 265, decided in 1901, the Supreme Court of Michigan, passing upon a policy which contained a clause permitting recovery where one was "continuously confined to his house and subject to the personal calls of a registered physician," and where the evidence showed that the insured went to the doctor's office to get some medicine, and on the advice of the doctor went to Chicago, the court held that submitting the question whether he was, during all of the period continuously confined, to the jury, was not error.

However, in Cooper vs. Phoenix, 104 N. W. (Mich.) 734, the Supreme Court again considered a case where, under the evidence, it appeared that the insured was not necessarily confined to the house, but under the advice of his physician was out of doors at various times, it was held that upon the entire record a recovery would not be permitted.

In Rocci vs. Accident, 110 N. E. (Mass.) 972, the Supreme Court construed a clause in a policy which provided that the insured should be continuously "within the house," and held:

"The word 'continuous' in its common and accepted significance means uninterruptedly and unbroken sequence without intermission or cessation, without intervening time. While it should not be given constricted interpretation as applied to the subject matter, so as to exclude, for example, the transfer of a person seriously ill from his house to a hospital and back again, or other imperative removals, it cannot be extended to include frequent changes from one house to another. Such a policy of insurance as that here in controversy means that its benefit is payable only to an insured suffering from such serious malady that he is not able to break his confinement to the house with journeys of any substantial character outside its confines. It is too plain for discussion that one cannot be continuously confined within the house and at the same time take a trip to Italy. 'Within the house' naturally means one house, in the absence of some exigency, especially when construed with the next clause which requires that the insured be 'therein regularly visited by a legally qualified physician'."

In Sheets vs. Mutual, 225 Pac. (Ks.) 929, the Supreme Court of Kansas considered a clause in the policy "necessarily and continuously confined within the house." It appeared that the insured left his home and made five calls upon a physician during the period for which he sought indemnity. Recovery was denied.

In Dunning vs. Assn., 59 Atlantic (Me.) 535, it was held that the clause "absolute and necessary confinement to the house . . . was a condition precedent to recovery."

In Ramsey vs. General Accident, 142 S. W. (Mo.) 763, it was held that:

"Under such a clause recovery was not defeated where the patient was occasionally out of the house and taken to a physician's office, and that the policy should be construed liberally and not literally."

In Reeves vs. Casualty, 174 N. W. (Wisc.) 475, where the policy provided for a period

"during which insured should be necessarily and continuously confined within the house and therein regularly visited by a physician,"

did not render the insuror liable to pay full indemnity for a time when insured, though merely convalescent and unable to go out for his ordinary affairs, nevertheless was able to sit on the porch and to make visits to his doctor.

In Interstate vs. Sanderson, 222 S. W. (Ark.) 51, where the clause construed was "continuously and strictly within the house," it appeared that the insured made a daily trip to the postoffice to get his mail, made trips of four blocks to get water and would occasionally sit out in the open in a pavilion, it was held:

> "that the clause did not mean that the patient must have been confined within the house every minute or every hour, and the fact that he went out occasionally for the purpose of taking exercise and fresh air under the instructions of his physician did not prevent recovery."

To the same effect Great Eastern Casualty vs. Robbins, 164 S. W. (Ark.) 750.

In Jennings vs. Brotherhood, 96 Pac. (Colo.) 982, where the policy provided indemnity for sickness only that should be

> "continuous, complete and total, requiring absolute, necessary confinement to the house,"

and where the evidence showed that the insured was out nearly every day by advice of his physician when the weather was favorable, it was held:

> "that recovery was not defeated because the insured, to advance his recovery, took some exercise and exposed himself to the healing influence of sunshine and fresh air."

In Metropolitan vs. Hawes, 149 S. W. (Ky.) 1110, where the clause provided he shall be "continuously and necessarily confined to the house," where his physician directed him to get out into the open as much as possible and he did so, it was held that recovery was permitted.

In Columbia Assn. vs. Gross, 57 N. W. (Ind.) 145, where the policy permitted recovery "during the time he was confined to the house and under a physician's care," and where, during the time he called at his physician's office and under his advice occasionally took exercise in the yard and on the pavement about and near his residence for twenty minutes to a half an hour, it was held:

> "that the conditions of the policy were not violated; that the acts were done for the purpose of restoring health."

In Jentz vs. Casualty, 204 N. W. (Dak.) 344, the policy provided "continuously and actually confined within the house." The court approved an instruction to the effect that merely because a man is able to walk from his house to his doctor's office for treatment, or to take a railroad train to a hospital, does not necessarily break the continuity of the confinement to the house.

In American Life & Accident vs. Nirdlinger, 73 Southern (Miss.) 875, it was held:

> "that recovery was not defeated because acting under the advice of a physician the insured went out of doors to improve his health."

In Breil vs. Claus, 120 N. W. (Nebr.) 905, the court held:

> "that a patient cannot be said not to be confined to his house constantly during an illness, although at intervals he may occasionally step into his yard or make visits to his physician, or make other short and usual trips."

In Aetna vs. Willetts, 282 Fed. 26, under a clause permitting recovery where the insured was necessarily confined to the house and it appeared that on the advice of his physician he had taken trips to different places for his health, the court refused to enter a finding that the insured's disability was such as required necessary confinement to the house.

The Iowa court, after first stating the two important rules, first, that if there is any ambiguity in the wording, construction will be indulged in most favorably to the insured, and secondly, that parties have the right to make a contract in whatever form they desire, and if without ambiguity, the same shall be construed according to the expressed intent of the parties, held:

> "In the instant case it was very clear that the contract contemplated indemnity for an illness of different degrees, one whereby the sickness was of such a serious character that the insured was strictly and continuously confined within the house, and the second, for a period of convalescence where the insured should be disabled but not confined . . . strictly and continuously confined within a house in its most literal interpretation would require that the insured

stay constantly within the four walls of the house. Such interpretation would prevent recovery if an emergency such as a fire should arise and the insured be removed from the house. It would preclude recovery in the event of transportation in an ambulance to a hospital, even for emergency treatment. It would bar recovery if the insured sat upon an uninclosed porch of the house or slept upon a sleeping porch that was not inclosed within the house . . . for certain periods of time the insured was in fact strictly and literally confined within the house. There is no question under this contract of his right to recover for such period of time nor do we think the insured is deprived of his right *to recover for such period of time as he was temporarily absent from his house for consultations with a physician in the town where he lived.*

"But the record in the instant case calls for a determination of the question as to whether the terms of the policy can be so extended as to include journeys made by the insured from his home to distant points which were made under the advice of a physician and in quest of health . . . he was under treatment and substantially all of the time confined within a hospital while at said places. We are disposed to hold that the true purpose and intent of the contract of insurance, when liberally construed, was to cover a contingency of this kind. It does not provide that the house referred to must be his home. *Certainly if he were confined within a hospital, it would be within the house, within the meaning of this policy.*

" . . . The appellant was not entitled to recover under the so-called house confinement clause for a period in excess of seventy days, to-wit, from January 16, 1926 to March 28, 1926, *for how much of said time the appellee was entitled to recover under said clause of the policy was a question for the jury.*

"With regard to the period after March 26, 1926, for which appellee claims recovery under the house confinement clause, it appears that the appellee was out of doors a large part of the time until he secured employment on May 16, 1927 . . . he contends that he did this because of the fact that his physician advised him to take exercise out of doors and get out in the air. Under these circumstances, did appellee still come within the provisions of the house confinement clause of the contract? We do not so construe it. Under the record which we have previously recited, it would be doing violence to the contract to hold that during this period of time, while the appellee was about the premises and other places, taking automobile rides and going apparently where inclination directed, he was within the house confinement clause of the policy. We are of the opinion that the court erred in submitting to the jury the question as to whether or not the appellee was entitled to recover under the so-called house confinement clause after the date of March 26, 1926, and should have limited appellee's right to recover under this clause of the policy to said date. For this error the case is reversed."

Although the use of such words as "necessarily, *entirely* and continuously confined within the house and *therein* personally treated by a legally qualified physician" would undoubtedly strengthen the position of the Company, any fair interpretation of the words "strictly and continuously confined" should mean exactly the same thing.

While under the record of this instant case there was, practically speaking, continuous confinement in either house or hospital, and although the Company did not contest the question of the continuous confinement during the period covered by these different hospitals, the Court's decision is not very consistent. The Iowa court holds that confinement within a hospital would be confinement within a house. Under the record the court indicates that the confinement was continuous, and yet, in the face of the fact that the defendant did not contest the question of confinement during this period, the court still holds:

> "for how much of said time the appellee was entitled to recover under said clause of the policy was a question for the jury."

How, in the face of the facts and the finding, a Company could justify a contest before a jury, is beyond the contemplation of the writer.

It is very readily apparent, upon a review of the cases in this brief and of others that might be found, that in the interpretation of similar clauses, the courts, even considering unambiguous language, have not only indulged in construction but in a very large number of cases have actually enlarged coverage under the guise of construing an ambiguity. Aetna vs. Willetts, 282 Fed. 26, is probably

the best example of what can be done to enlarge coverage.

No company may complain of the doctrine when there is present a real ambiguity. That should be the penalty for the use of that kind of language, but it is the writer's belief that the majority of court opinions are from a practical standpoint at least bottomed on this rule of construction when no ambiguity exists, and this failure to give to words their fair, plain and expressed meaning does more real damage to insurance companies than any other single error in the trial of actions that I have encountered.

One point made in this Iowa case is very objectionable, namely, that the continuity of his confinement was not broken by leaving his home for consultations with a physician in the town where he lived.

From an adjustment standpoint, under policies which provide for a limited convalescing period, the fixing of the day upon which total house confinement ended determines the liability. If an assured may walk to his doctor's office without breaking the continuity of his actual confinement within a house, then he may make two trips and three. He may walk six blocks in the smaller town and travel five miles on a street car or other conveyance in the city, and still collect at the house confinement rate. Moreover, under the slightest effort to malinger, he may for all intents and purposes enjoy a vacation out of doors, a half hour's trip can be for an hour. He may stop at the office on his way to or from the doctor. He may get his mail, do the family marketing, or even indulge in the weeding of his flower garden, at least if, like his bed of roses, his actual flower bed is against the house, or in any event in his yard.

No company has even a thought of resisting liability for any emergency the courts recite, concerning removal in case of a fire or a trip in an ambulance, but rates are fixed strictly and separately for the two coverages, and any interpretation that does not recognize an intention to provide only for "uninterrupted and unbroken sequence of confinement within a house," not only does violence to such intention, but creates coverage unpaid for.

Once so-called construction opens the door beyond that contemplated under the policy, no logical stopping place can then be reached, except as dictated by the whim of the particular judge. Decisions that attempt to reach practical results in each case are not only dangerous but disastrous.

There can be no question that under the clause "strictly and continuously confined," or similar phraseology, the coverage extends at the confinement rate until that confinement is broken, and the only safe and fair interpretation that may be applied is to end that confinement on the day when the assured first leaves his premises for any purpose whatsoever. Certainly a physical condition that allows an assured to walk to his doctor, to walk out to his car for conveyance to his physician, except for perhaps extenuating circumstances or the emergency the courts speak of, should toll the end of the confinement period. The phrase determines an ability to leave the home premises and a doctor's advice that a walk to his office is in the interests of health or the assured's inclination to go to his doctor should draw a dividing line between confinement and non-confinement.

A number of cases have likewise recognized the holding that staying in a hospital may satisfy the requirements of being confined within the house. See Great Eastern Casualty vs. Robbins, 111 Ark. 607, 164 S. W. 750; State, ex rel, vs. Cox, 14 S. W. (2nd) (Mo.) 600; Jentz vs. National Casualty, 204 N. W. (N. Dak.) 344. Also see Rocci vs. Mass. Accident, 226 Mass. 545, 116 N. E. 497.

Two New York cases, Bishop vs. U. S. Casualty, 91 N. Y. Supp. 176, and Listen vs. N. Y. Casualty, 58 N. Y. Supp. 1090, sustain the position of the company.

A case worth consideration is Pirscher vs. Casualty, L. R. A. 1918B (Md.) 996. For further citation of authorities, see Garvin vs. Union Mutual Casualty, 61 A. L. R. 633, and index to later decisions.

The time may come when the majority of our higher courts will recognize the ever present situation that in health insurance the assured should receive only what he pays for. That the rule of giving plain, understandable words their ordinary meaning is just as applicable to insurance contracts as to contracts of any other nature. Health contracts do not present an unusually difficult situation.

A resume of these decisions presents an irrefutable argument to companies engaged in health insurance, that rates charged for total house confinement must be set not only for the coverage the company intends to provide, but in addition, that coverage court construction gives it. After all, adequate rates is the final answer to the question presented.

Unauthorized Insurance

By A. V. GRAUHN
General Manager
American Mutual Alliance, Chicago, Ill.

OTHER than taxation and state finance, perhaps no subject has received as much attention in the legislatures of the country during the current year as Insurance. Practically every state of the forty-four in session has or is giving attention to legislation on workmen's compensation, occupational disease and automobile insurance in one or more of their phases. At least six of the legislatures have either passed or considered recodification of the entire insurance law of the state and an equal number have either enacted or considered legislation guaranteeing the payment of workmen's compensation awards.

One of the questions more prominently in the forefront which has received the attention of the whole insurance fraternity and the insurance press is the unauthorized insurance problem. Several of the legislatures have had presented for their attention bills aimed at London Lloyds, while others, notably Illinois and Arkansas, have been given the opportunity of passing proposals aimed at all unauthorized insurance in that the Department of Insurance of those states would, if the proposals had been adopted, been able to cancel the charters of their own companies doing an unauthorized business in foreign states and countries, and to revoke the right of a foreign company to do business in the state if it did an unauthorized business in any other jurisdiction.

The unauthorized insurance problem has brought the entire subject of insurance more prominently before the Congress of the United States than has heretofore ever been the case. Up until last session Congress has paid no attention whatsoever to insurance excepting, of course, in so far as was necessary in connection with the affairs of the District of Columbia.

Last session Congress was vigorously urged by certain groups, notably the surety companies and their agents, to pass Senate Bill 2915 known as the Neely Bill, which had for its purpose the elimination of the competition of Lloyds of London in connection with the bond requirements of our national banks. The bill, which failed of passage at the last session, was introduced again in January of this year. However, it is not being pushed because of an understanding between the stock companies and Lloyds wherein Lloyds will, in effect, refrain from direct solicitation of any more of the bank business in consideration for the withdrawal of the stock support of the Neely proposal.

About the same time the National Association of Insurance Agents started a drive for the passage of H. R. 6452 prohibiting the use of the mails of unauthorized insurers, introduced by Congressman Hobbs of Alabama. This bill has just been tabled by the Post Office and Post Roads Committee of the House of Representatives.

The real momentum in connection with the unauthorized insurance legislative proposals comes from the interest in the subject by the National Convention of Insurance Commissioners at its December meeting, after an able discussion of various of its phases by Commissioners Gentry of Arkansas and Smith of Utah. After reviewing the evils which beset the states because of the operations of irresponsible carriers, Mr. Gentry recommended Convention endorsement of the following four propositions:

(1) That all persons, firms, co-partnerships, associations, companies or corporations writing contracts of insurance of whatever form or character, be placed under the supervision of the Insurance Department.

(2) A law in each state providing that no company of that state could transact business in any other state without being licensed in such state, and that no foreign company would be admitted which transacted an unlicensed business in any other state.

(3) Supplemental laws for Congress affecting advertising by radio and through the mails.

(4) That we recognize and emphasize the fact that each state department is only a part of a great co-ordinated system, and therefore, we covenant, each with the other,

to give our hearty cooperation to our fellow Commissioners in the elimination of unauthorized insurance.

Commissioner Smith asked the Convention to consider a proposed bill, drafted by Walter Bennett, General Counsel, National Association of Insurance Agents, the full text of which follows:

PROPOSED BILL
USE OF UNITED STATES MAILS
BE IT ENACTED BY THE CONGRESS OF THE UNITED STATES:

Section 1. It shall be unlawful for any individual, partnership, association or corporation to use the mails of the United States, or any means or instrumentality of interstate commerce, for the purpose of, directly or indirectly, soliciting, negotiating, or effecting contracts of insurance, or for the purpose of collecting premiums on insurance contract (except renewal premium on life insurance or accident and health contracts), or to report any such transaction, unless such individual, partnership, association or corporation shall first comply with the insurance laws of the respective states, territories, or the District of Columbia, where such contracts are solicited, or effected and the laws of the respective states, territories or the District of Columbia where the property insured, or the subject matter of the insurance is located.

Section 2. The term "insurance" as used herein is defined to include contracts of indemnity, fidelity or surety.

Section 3. Any individual, partnership, association or corporation violating this Act shall, upon conviction be fined not more than $10,000 or imprisoned not more than two years, or by both such fine and imprisonment.

Section 4. The department of Justic shall enforce the provisions of this Act.

The Convention, however, did not endorse Commissioner Smith's recommendation but adopted the report of the Committee on Laws and Legislation offered by Commissioner Greer of Alabama, as follows:

"Mr. President and members of the Convention and gentlemen: The question of unauthorized insurance companies has been a serious problem before this Convention annually for a great many years. It is a more serious problem during certain periods than it is during other periods. During the period of this depression through which we are passing and have largely passed, the problem has been quite acute in almost every state in the Union. It was acute last year when our Annual Convention was in session. At that time it was requested that the Committee on Laws and Legislation very thoughtfully study this question and make a report at this meeting, as well as prepare an appropriate resolution. The committee has worked for hours on this report. We have studied the legal questions involved to some extent, not completely. We have gone as far as we think it is wise to go in our resolution and we request that the Commissioners of the several states go as far as they can in complying with this resolution if the Convention adopts it.

The resolution follows:

"Whereas, many persons, firms, co-partnerships, corporations, associations and societies are transacting an unauthorized insurance business in one or more states; and

"Whereas, the evil of such unauthorized insurance has caused much loss and hardship to the insuring public, rendering impotent any aid on the part of supervising officials to correct such evil; and

"Whereas, the evil of unauthorized insurance is causing unfair competition and is tending to undermine the confidence of the public in the institution of insurance;

"Now, Therefore, Be it Resolved, That the National Convention of Insurance Commissioners urges that each Commissioner of Insurance in his respective state undertake—and I request your particular attention to what we have suggested: (1) to have a law enacted in his state which will require every domestic insurer of the said state to qualify according to the insurance laws of each state in which such insurer transacts an insurance business; (2) to have a law enacted in his state providing, in effect, that no foreign or alien insurer be authorized to transact an insurance business in the said state if such insurer transacts an unauthorized business in any other state; (3) to have a law enacted in his said state comprehensively defining an insurance contract and the transaction of an insurance business; and

"Be It Further Resolved, The National Convention of Insurance Commissioners recommends that appropriate federal legislation be enacted providing, in substance, that the United States mails not be used to solicit or transact insurance business in any state unless the insurer has first designated an agent upon whom service of process may be had in such state."

In spite of this resolution, the Convention did not take the initiative in fostering Congressional action. The pressure came from the National Association of Insurance Agents in its advocacy of the Bennett proposal as introduced by Congressman Hobbs. The bill is almost identical with the one recommended to the Convention by Commissioner Smith.

Those who advocate national legislation naturally lay great stress upon the losses to the insuring public by reason of the operations of irresponsible, fly-by-night institutions, some classified as insurance companies, others parading under some other name, but offering contracts of indemnity of one form or another. The majority of these are companies or associations selling life and accident and health policies. They do no business in the state in which organized nor in the state in which their principal office is located, but operate by mail in most or all of the other states. Others, again, are organized as trade unions or other types of associations under laws of states which do not bring that type of association or organization under the supervision of the state insurance department.

No one questions the desirability of curbing the operations of irresponsible, unreliable companies and associations which are misleading and cheating the public. There is a recognized evil which, if possible, should be eliminated from the insurance picture, and in this activity everyone interested in the advancement of dependable insurance should be willing to take a hand. The chief difficulty in securing corrective measures is due to the narrow or prejudiced viewpoint of those who have been most active in the support of the legislative proposals.

That there is obviously something wrong with the approach to the problem is evidenced by the fact that the subject has been intermittently considered by the National Convention of Insurance Commissioners for the last forty-four years. A reference to the index of the Proceedings of the Convention discloses the fact that the subject was considered in the years 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1902, 1903, 1905, 1907, 1908, 1911, 1913, 1914, 1915, 1916, 1917, 1918, 1923, 1926, 1928, 1930 and 1934. The first suggestion that the aid of the Federal Government be sought to curb the unauthorized practices was made in 1902. It was not agitated again in any vigorous way until the last session of Congress.

This failure to secure anything in the nature of a permanent solution to the problem can undoubtedly be laid in part to the fact that the membership of the Convention is constantly changing and the crusaders are out of office before they have had sufficient time to bring about anything approaching unanimity of interest and action on the part of their fellow commissioners.

However, it would seem that nothing worthwhile has been accomplished because the commissioners have not used the remedial measures now at their disposal as effectively as they might have done. It appears, too, that there has not been a readiness to recognize that the problem cannot be split into authorized and unauthorized insurance but must be divided into irresponsible and undependable insurance on the one hand, and legitimate insurance operations on the other, if any real solution is to be reached.

There can be no question but that any company or association selling insurance to the public should be under the jurisdiction and supervision of some insurance department. Neither can there be any argument over the proposition that, all things being equal, all such companies and associations should be licensed to do business in all of the states in which they write insurance. The latter, however, can only be expected if the laws of the states are reasonable and recognize that an honest insurance business can be conducted in more ways than one or two, and that methods of operation may differ widely but still be fundamentally sound and in the public interest.

If national legislation is necessary, then the National Convention of Insurance Commissioners must recognize that the support of legitimate companies and associations is essential in the enactment of any such proposal. If this support is to be secured the Government must realize that an insurance business can be honestly and efficiently conducted without the aid of local agents compensated on a commission basis; that there is nothing dishonest, inequitable or improper in the doing of business by mail or through salaried representatives operating out of the

Home Office. There are companies of this type, such as the commercial men's associations, which have functioned successfully for many years and which more than measure up in every particular to the standards of so-called authorized insurance. If such realization can be brought about, the next step is to give consideration to the laws of the individual states and whether or not they permit of the admission of such honestly conducted enterprises on reasonable terms. It will be found that many do not.

Laws limiting the doing of an authorized business in the states to companies operating through resident agents paid on a commission basis must, in all fairness, be regarded as unreasonable requirements for companies organized to operate on a different plan.

Laws requiring special deposits of securities or cash as a prerequisite to licensing are unreasonable, as are excessive state and municipal license fees which give no consideration to the amount of insurance written.

Some states, in addition to their premium tax laws, permit municipalities and other taxing districts to impose burdensome taxes, as the Illinois Law permitting counties to tax the net receipts of insurance companies as personal property, and the Delta District taxes in Mississippi. Some states impose capital and surplus requirements in excess of what might be regarded as reasonable.

The states would be in a much better position in their fight for control over all insurance institutions doing business within their borders if there had not been such an appalling loss to the insuring public as a result of the failure of a number of authorized carriers doing business within the state borders. Some of the largest and best known companies failed and there is no doubt that in dollars and cents the insuring public has lost a far larger amount through the failure of authorized institutions than through the operations of fly-by-night organizations. Supervision has been no absolute guaranty of solvency, and neither has the fact that a company was doing an authorized business through agents who had passed the examination under a qualification law and who were compensated on a commission, operated to save the insuring public from heavy losses.

The storm of protest which greeted the Hobbs bill in Congress and the action of the Committee in tabling the bill emphasizes the need for the adoption of some other program if any progress is to be made. Such program must be designed with due regard for the rights of legitimate enterprise and the following is suggested as a possible basis;

(1) That the National Convention of Insurance Commissioners appoint a committee to investigate and to prepare a list of unreliable, unsound and improperly managed insurance companies or associations operating in a manner detrimental to the public interest;

(2) That the Commissioner of each state investigate the alleged fraudulent practices of these concerns and that full cooperation be given the Department of Justice in an effort to prosecute the operations of such enterprises under the present Federal statute designed to prevent fraud;

(3) That the National Convention of Insurance Commissioners bring pressure to bear upon the Departments of Insurance of the states in which such companies are chartered to the end that such states might control their operations. If the laws of the states in question do not permit of proper regulation, then pressure should be brought to bear by the Convention on those states to amend their laws;

(4) That the National Convention of Insurance Commissioners appoint a committee to study the admission requirements and other important state statutes governing the authorization of foreign companies to do business within the state to the end that changes may be recommended and made bringing state laws into harmony in so far as possible and to the further end that unreasonable and discriminatory requirements which would prevent the licensing of legitimate enterprises on a reasonable basis be removed; and that such committee secure the cooperation of the various company organizations such as the American Life Convention, American Reciprocal Association, Association of Life Insurance Presidents, the American Mutual Alliance, the Casualty Executives' Association, the Health and Accident Underwriters Conference and the National Board of Fire Underwriters in this undertaking;

(5) That the organizations named cooperate with the Commissioners in bringing about the licensing of all of their members in any state in which any business is transacted, provided the requirements of the state are reasonable;

(6) That in the event Federal legislation is, in the meantime, desirable, that it be limited to prohibiting the use of the mail by any enterprise directly or indirectly soliciting insurance business unless such enterprise is

under the supervision of at least one department of insurance, whether that be in the state in which chartered or the state in which the principal office for the transaction of the business is maintained.

A great deal might be said about the precedent which would be established by the enactment of any Federal legislation on this subject and the opening wedge to ultimate Federal control. However, objections to legislation on this ground are entitled to serious consideration. There are those who are rapidly coming to the belief that Federal control of the interstate operations of insurance companies would be not at all undesirable, especially in view of the rapidly increasing arbitrary burdens placed upon the operations of companies through the enactment of state statutes designed to benefit especially privileged groups.

Iowa Court Cleans House

By Frank S. Dunshee,
Des Moines, Iowa.

PRIOR to the case of Kisling v. Thierman, 243 N. W., 552, there was considerable confusion in the decisions of the Iowa courts on the question of what constitutes prima facie evidence of negligence and what constitutes negligence per se, and Mr. Justice Albert, who wrote the opinion in the Kisling case, made a decision in which he succeeded in harmonizing the Iowa opinions. About 7:30 on the night of October 24, 1929, the plaintiff was riding in an automobile south on primary road No. 4. The night was dark and somewhat foggy and, as they passed over the top of a hill, they caught up with a truck owned by the defendant, Thierman, which was travelling ahead of them in the same direction, with no tail light. As they reached the top of the hill, another car came from the opposite direction with its lights on, and they were so dazzled that they did not observe the truck until the dazzling lights had passed, and then they were within ten feet of the dark truck, and the result was a collision, and an action against the truck company for damages. The trial court gave the following instruction to the jury: "You are instructed that it is the law of this state that every motor vehicle, when in use upon the highway, shall display on the rear a lamp so constructed and placed as to show a red light * * * visible for at least fifty feet, * * * and a failure to do so, *would, in itself be negligence,* and if damage proximately resulted therefrom, and the person damaged was not herself contributorily negligent, then the driver of the motor vehicle would be liable."

The words, "would, in itself, be negligence," were assailed by the defendant on the ground that it is not a correct statement of the law, because a failure to display such lamp is only prima facie negligence.

After a rather thorough review of prior Iowa cases, most of which had held in favor of the prima facie negligence doctrine, the court said:

> "The alleged error necessitates a review of our cases relative to a failure to comply with statutes or ordinances, which cases, we must confess, are apparently in confusion."

And after a thorough discussion, which shows considerable confusion in the opinions of this state, the court said apologetically;

> "This apparent conflict in our opinions should be eliminated and a definite and certain rule fixed so the bench and bar will have a definite guide in the trial of cases of this kind. We think the most satisfactory rule would be that, except where by statutory provision it is otherwise specifically provided, the failure to obey any of the provisions of the statutes or ordinances providing the manner, method, of the use, and operation of vehicles on the highways, including streets, together with any provisions therein governing the equipment of vehicles and the use thereof, should be held to be negligence, and not prima facie evidence of negligence.
>
> "Statutes and ordinances such as these under discussion are a legislative prescription of a suitable precaution, or a fixing by law of the standard of care which is required under the circumstances, and it must follow that a failure to observe the standard of care thus fixed by law is negligence."

PRELIMINARY ROSTER

(Subject to Correction)

The following list of members is published for the purpose of having members verify the correctness of names and addresses. If your name or address is not correct, please notify the Journal Office, Massey Building, Birmingham, Alabama, in order that records may be corrected at once.

A revised and complete roster in new binder will be published and mailed to the membership within a few weeks.

ALABAMA

ANNISTON

L. B. Liles,
Knox, Acker, Sterne & Liles,
Liles Building.

Hugh D. Merrill,
Merrill, Jones & Whiteside,
Commercial Nat. Bank Bldg.

BIRMINGHAM

Borden Burr,
Benners, Burr, McKamy & Forman,
Brown-Marx Building.

Jelks H. Cabaniss,
Cabaniss & Johnson,
First National Bank Building.

J. Kirkman Jackson,
London, Yancey, Smith & Windham,
Massey Building.

Al. G. Rives,
London, Yancey, Smith & Windham,
Massey Building.

J. A. Simpson,
Lange, Simpson & Brantley,
First National Bank Building.

Jim C. Smith,
London, Yancey, Smith & Windham,
Massey Building.

Frank E. Spain,
Coleman, Spain, Stewart & Davies,
Massey Building.

George W. Yancey,
London, Yancey, Smith & Windham,
Massey Building.

Whit Windham,
London, Yancey, Smith & Windham,
Massey Building.

DECATUR

Chas. H. Eyster,
Eyster & Eyster,
Eyster Building.

DOTHAN

T. E. Buntin,
Baker Building.

Oscar L. Tompkins,
Dothan National Bank Building.

GADSDEN

Wm. B. Dortch,
Dortch, Allen & Dortch.

Oliver R. Hood,
Hood & Murphree,
Gadsden National Bank Building.

HUNTSVILLE

George P. Cooper,
Struve Building.

MOBILE

J. P. Courtney,
Lyons, Chamberlain & Courtney,
First National Bank Building.

William McLeod,
Stevens, McCorvey, McLeod, Goode & Turner,
Merchants National Bank Building.

MONTGOMERY

Fred S. Ball, Jr.,
Ball & Ball,
First National Bank Building.

B. P. Crum,
Steiner, Crum & Weil,
First National Bank Building.

Marion Rushton,
Rushton, Crenshaw & Rushton,
Bell Building.

Davis F. Stakely,
Weil, Stakely & Cater,
First National Bank Building.

OPELIKA

N. D. Denson,
Denson & Denson.

SELMA

E. W. Pettus,
Pettus & Fuller.

TUSCALOOSA

R. C. Foster,
Foster, Rice & Foster,
Merchants Bank Building.

John D. McQueen,
Harwood & McQueen,
First National Bank Building.

ARIZONA

PHOENIX

Harold L. Divelbess,
Kibbey, Bennett, Gust, Smith & Rosenfeld,
Professional Building.

H. M. Fennemore,
Chalmers, Fennemore & Nairn,
Phoenix National Bank Building.

Frank O. Smith,
Kibbey, Bennett, Gust, Smith & Rosenfeld,
Professional Building.

ARKANSAS

EL DORADO
Silas W. Rogers,
402 East Main Street.

FORREST CITY
Burk Mann,
Mann & Mann,
Mann Building.

HELENA
Ozero C. Brewer,
Brewer & Cracraft,
Solomon Building.

HOT SPRINGS
E. H. Wootton,
Arkansas National Bank Building.

JONESBORO
Charles D. Frierson,
Frierson & Frierson,
Frierson Building.

LITTLE ROCK
A. L. Barber,
Barber & Henry,
Donaghey Building.
L. B. Burrow,
Moore, Gray & Burrow,
Boyle Building.
J. Mitchell Cockrill,
Cockrill, Armistead & Rector,
Southern Building.
A. D. Dulaney,
Southern Building.
Harvey T. Harrison,
Southern Building.
E. A. Henry,
Barber & Henry,
Donaghey Building.
A. F. House,
Rose, Hemingway, Cantrell & Loughborough,
West Markham Street.
Verne McMillen, General Counsel,
Pyramid Life Ins. Co.
Southern Building.
Grover T. Owens,
Bankers Trust Building.
Beloit Taylor,
Taylor & Taylor,
New Donaghey Building.

MARIANNA
C. E. Daggett,
Daggett & Daggett,
Daggett Building.

TEXARKANA
Richard L. Arnold,
117½ East Broad Street.
William H. Arnold,
Arnold & Arnold.
R. W. Rogers, Jr.,
Rogers & Rogers,
Hart Building.
R. W. Rogers,
Rogers & Rogers,
Hart Building.

CALIFORNIA

FRESNO
F. G. Everts,
Everts, Ewing, Wild & Everts,
Griffith McKenzie Building.

LONG BEACH
Russell H. Pray,
Security Building.

LOS ANGELES
Barry Brannen, General Counsel,
International Re-Insurance Corp.,
Pacific Finance Building.
Asa V. Call, General Counsel,
Pacific Mutual Life Ins. Co.,
501 West Sixth Street.
Henry W. Catlin,
Bicksler, Parke & Catlin,
Title Insurance Building.
Blake Franklin, Assistant Counsel,
Pacific Mutual Life Ins. Co.
Edwin J. Loeb,
Loeb, Walker & Loeb,
Pacific Mutual Building.
Wm. C. Mathes,
Mathes & Sheppard,
458 S. Spring Street.
D. E. C. Moore, Vice-President,
Pacific Mutual Life Ins. Co.
Kenneth J. Murphy,
928 S. Figueroa Street.
Milton H. Schwartz,
Loeb, Walker & Loeb,
Pacific Mutual Building.
Herman F. Selvin,
Loeb, Walker & Loeb,
Pacific Mutual Building.
Spencer Thorpe,
Thorpe & Thorpe,
548 S. Spring Street.

SAN DIEGO
Edgar A. Luce,
Stearns, Luce & Forward,
San Diego Trust & Savings Building.

SAN FRANCISCO
Jewel Alexander,
Redman, Alexander & Bacon,
333 Pine Street.
F. Eldred Boland,
Balfour Building.
E. D. Bronson,
Bronson, Bronson & Slawen,
111 Sutter Street.
Arthur E. Cooley,
Cooley, Crowley & Supple,
206 Sansome Street.
Martin J. Dinkelspiel,
Dinkelspiel & Dinkelspiel,
Pacific National Bank Building.

David Livingston,
Russ Building.

Joe G. Sweet,
Hadsell, Sweet, Ingalls & Lamb,
Financial Center Building.

Alfred B. Weiler,
433 California Street.

CANADA

CALGARY, ALBERTA
Manley J. Edwards,
Lancaster Building.

EDMONTON, ALBERTA
L. G. Dafoe,
Milner, Steer, Dafoe, Poirier & Martland,
Royal Bank of Canada Chambers.

Charles H. Grant,
McLeod Building.

Sydney Wood,
Wood, Buchanan & MacDonald,
McLeod Building.

HALIFAX, NOVA SCOTIA
Charles J. Burchell, K. C.
Chronicle Building.

MONTREAL
J. deG. Audette, K. C.,
Audette & O'Brien,
507 Place d'Armes.

F. Phillippe Brais, K. C.,
276 St. James Street, West.

John Wilson Cook, K. C.,
Aldred Building,
507 Place d'Armes.

J. C. H. Dussault, K. C., Gen. Counsel,
Merchants & Employers Guarantee & Accident Co.,
5 St. James Street, East.

Emilien Gadbois, K. C.,
Beaubien, Gadboise & Dufresne,
84 Notre Dame Street, West.

Louis Gosselin, K. C.,
Hibbard & Gosselin,
507 Place d'Armes.

F. W. Hackett,
507 Place d'Armes.

J. Cleophas Lamothe, K. C.,
25 St. James Street, East.

F. J. Laverty, K. C.,
276 St. James Street.

J. H. H. Robertson,
Phelan, Fleet, Robertson & Abbott,
275 St. James Street, West.

Trihey, Coonan & Plimsoll,
210 St. James Street.

J. W. Weldon, K. C.,
Weldon, Demers & Lynch-Staunton,
132 St. James Street.

William H. Wilson,
507 Place d'Armes.

OTTAWA
E. Gordon Gowling,
Henderson, Herridge & Gowling,
56 Sparks Street.

Lee A. Kelley,
Ewart, Scott, Kelley, Scott & Howard,
Blackburn Building.

QUEBEC
Louis S. St. Laurent, K. C.,
St. Laurent, Gagne, Devlin & Taschereau,
65 St. Anne Street.

Alfred Savard, K. C.,
Savard & Savard,
71 St. Peter Street.

SHERBROOKE, QUEBEC
Charles D. Mignault,
Rugg, Mignault & Holtham,
70 Wellington Street, North.

TORONTO, ONTARIO
Geoffrey W. Adams,
320 Bay Street.

Thomas J. Agar, K. C., Gen. Counsel
Sun Insurance Office & Affiliated Companies,
357 Bay Street.

W. C. Davidson, K. C., Gen. Counsel,
Queen Insurance Co.,
806 Lumsden Building.

Charles P. Smith, General Counsel,
Confederation Life Association,
12 Richmond Street, East.

VANCOUVER, B. C.
C. H. Locke, K. C.,
Locke, Lane & Nicholson,
Rogers Building.

L. St. M. DuMoulin,
Russell, Russell & DuMoulin,
850 Hastings Street, West.

WINDSOR, ONTARIO
Wm. H. Furlong,
Furlong, Furlong, Awrey & St. Aubin,
425 Ouellette Avenue.

WINNIPEG, MANITOBA
G. H. Aikins, K. C.,
Aikins, Loftus, Aikins,
Williams & MacAuley,
Somerset Block,

William Parker Fillmore, K. C.,
National Trust Building.

Robert D. Guy,
Guy, Chappell & Turner,
Electric Railway Building.

Bert V. Richardson,
Canadian Bank of Commerce Chambers.

E. K. Williams, K. C.,
Aikins, Loftus, Aikins, Williams & MacAuley,
Somerset Block.

COLORADO

DENVER

W. C. Benton,
Clay & Benton,
First National Bank Building.

G. Dexter Blount,
Blount, Silverstein & Rosner,
Equitable Building.

Henry H. Clark,
Equitable Building.

Fred N. Holland,
Berman & Holland,
University Building.

William E. Hutton, General Counsel,
Capital Life Insurance Co.,
Capital Life Building.

Arthur H. Laws,
Bartels, Blood & Bancroft,
University Building.

Henry McAllister,
Equitable Building.

Edgar McComb,
McComb & Green,
First National Bank Building.

Morrison Shafroth,
Grant, Ellis, Shafroth & Toll,
Equitable Building.

Henry W. Toll,
Grant, Ellis, Shafroth & Toll,
Equitable Building.

Lowell White,
Equitable Building.

Edward L. Wood,
Gas & Electric Building.

GREELEY

William R. Kelly,
First National Bank Building.

PUEBLO

Harry S. Petersen,
Thatcher Building.

CONNECTICUT

BRIDGEPORT

George N. Foster,
955 Main Street.

Henry E. Shannon, Jr.,
Shannon & Wilder,
945 Main Street.

Joseph G. Shapiro,
Shapiro, Goldstein & Brody,
945 Main Street.

HARTFORD

Oliver R. Beckwith, Counsel,
Aetna Life Insurance Company,
151 Farmington Avenue.

Allan E. Brosmith,
700 Main Street.

Wessell Doherty, General Attorney,
Hartford Acc. & Ind. Co.

Robert E. Hall, Associate Counsel,
Aetna Life Insurance Co.,
151 Farmington Avenue.

Edward I. Taylor, General Counsel,
Century Indemnity Co.,
670 Main Street.

Claude H. Voorhees, General Counsel,
Connecticut General Life Ins. Co.,
55 Elm Street.

Ralph O. Wells,
Wells, Davis, Schaefer & Locke,
750 Main Street.

David R. Woodhouse,
983 Main Street.

NEW HAVEN

Samuel Campner,
Campner & Pouzzner,
129 Church Street.

Maxwell H. Goldstein,
Goldstein & Bracken,
205 Church Street.

Samuel E. Hoyt,
205 Church Street.

Arthur B. O'Keefe,
153 Court Street.

Philip Pond,
39 Church Street.

NEW LONDON

Arthur T. Keefe,
Geary, Davis & Keefe,
Mercer Building.

Frank L. McGuire,
Hull, McGuire & Hull,
240 State Street.

NORWICH

Charles V. James,
Brown & James,
Thayer Building.

WATERBURY

Walter E. Monagan,
111 West Main Street.

J. Warren Upson,
Bronson, Lewis & Bronson,
136 Grand Street.

DELAWARE

WILMINGTON

Abel Klaw,
Du Pont Building.

James R. Morford,
Marvel, Morford, Ward & Logan,
829 Delaware Trust Building.

William Prickett,
812 Delaware Trust Building.

DISTRICT OF COLUMBIA

WASHINGTON

Charles W. Arth,
Albee Building.

Arthur P. Drury,
Minor, Gatley & Drury,
Colorado Building.

J. Wilmer Latimer,
Clephane & Latimer,
Investment Building.

Edwin S. Puller,
Abbott, Puller & Myers,
Woodward Building.

FLORIDA

DAYTONA BEACH
Alfred A. Green,
Green & West,
220 South Beach Street.

FORT LAUDERDALE
C. N. McCune,
McCune, Hiaasen & Fleming,
Broward Bank & Trust Building.

FORT MEYERS
J. A. Franklin,
Henderson & Franklin,
Collier Building.

GAINESVILLE
E. A. Clayton,
Baxter & Clayton,
Woolworth Building.

JACKSONVILLE
Robert H. Anderson,
414 Graham Building.
W. McL. Christie,
Doggett, McCollum, Howell & Doggett,
Graham Building.
Sam R. Marks,
Marks, Marks, Holt, Gray & Yates,
Graham Building.
H. P. Osborne,
Knight, Adair, Cooper & Osborne,
Atlantic National Bank Building.
Giles J. Patterson,
Florida National Bank Building.
J. W. Shands,
L'Engle & Shands,
Law Exchange.
C. D. Towers,
Rogers & Towers,
Consolidated Building.

LAKELAND
Peterson, Carver & Langston,
P. O. Box 586.

MIAMI
T. J. Blackwell,
Patterson, Blackwell & Knight,
Ingram Building.
C. L. Brown,
Security Building.
Fred W. Cason,
Seybold Building.
H. Reid DeJarnette,
McKay, Dixon & DeJarnette,
First National Bank Building.
James A. Dixon,
McKay, Dixon & DeJarnette,
First National Bank Building.
Dewey Knight,
Patterson, Blackwell & Knight,
Ingraham Building.
John G. McKay,
McKay, Dixon & DeJarnette,
First National Bank Building.
Wm. L. Reed,
Krutz & Reed,
Security Building.

OCALA
F. R. Hocker.

ORLANDO
J. Thomas Gurney,
Giles & Gurney,
First National Bank Building.
Maxwell W. Wells,
Maguire & Voorhis,
State Bank Building.

PENSACOLA
Richard H. Merritt,
Court of Record Building.

ST. PETERSBURG
Sam H. Mann, Jr.,
Bussey, Mann & Barton,
Florida Theatre Building.

SARASOTA
Harrison E. Barringer,
Palmer National Bank & Trust Bldg.

TAMPA
Hilton S. Hampton,
Hampton, Bull & Crom,
Citizens Bank Building.
Wm. H. Jackson,
MacFarlane, Jackson, Hansbrough & Ferguson,
Citizens Bank Building.
G. L. Reeves,
Sutton, Tillman & Reeves,
Wallace S. Building.
R. W. Shackelford,
Shackelford, Ivy, Farrior & Shannon,
Tampa Theatre Building.
Morris E. White,
Mabry, Reaves & White,
First National Bank Building.

WEST PALM BEACH
J. Field Wardlaw,
Wideman, Wideman & Wardlaw,
Harvey Building.

GEORGIA

ALBANY
Walter H. Burt,
Leonard Farkas & Walter H. Burt.

ATLANTA
Cam D. Dorsey,
Dorsey & Shelton,
Healey Building.
James N. Frazer,
22 Marietta Street Building.
Max F. Goldstein,
Little, Powell, Reid & Goldstein,
22 Marietta Street.

Leonard Haas,
Hass, Gambrell & Gardner,
Haas-Howell Building.
Harold Hirsch,
Hurt Building.
Grover Middlebrooks,
Bryan, Middlebrooks & Carter,
Candler Building.
Arthur G. Powell,
Little, Powell, Reid & Goldstein,
22 Marietta Street.
E. Clem Powers,
Jones, Evins, Powers & Jones,
Citizens & Southern National Bank Building.
Chas. S. Reid,
Little, Powell, Reid & Goldstein,
22 Marietta Street.
John M. Slaton,
Grant Building.
Sidney Smith,
Twenty-Two Marietta Street.

AUGUSTA
James H. Hull, Jr.,
Hull, Barrett & Willingham,
Southern Finance Building.

COLUMBUS
H. H. Swift,
Slade, Swift, Pease & Davidson,
Murrah Building.

GAINESVILLE
A. C. Wheeler,
Wheeler & Kenyon.

MACON
R. Lanier Anderson, Jr.,
Ryals, Anderson & Anderson,
First National Bank Building.
Scott Russell,
Jones, Johnston, Russell & Sparks,
Georgia Casualty Building.
W. C. Turpin, Jr.,
Turpin & Lane,
Monica Court.

ROME
Barry Wright.
Graham Wright,
Wright & Covington,
National City Bank Building.

SAVANNAH
Edmund H. Abrahams,
Abrahams, Bouhan, Atkinson and Lawrence,
Commercial Building.
A. Pratt Adams,
Adams, Adams & Douglas,
Fire Insurance Building.
Edward Brennan,
Realty Building.
O. E. Bright,
Realty Building.
Robert M. Hitch,
Hitch, Denmark & Lovett,
17 Drayton Street.

IDAHO

BOISE
Oliver O. Haga,
Richards & Haga.
Idaho Building.

TWIN FALLS
R. P. Parry,
Walters, Parry & Thoman,
First National Bank Building.

ILLINOIS

AURORA
Dwight K. Emigh,
Emigh & Cockfield,
Aurora National Bank Building.

BLOOMINGTON
Will F. Costigan,
Costigan & Wollrab,
Unity Building.
Adlai H. Rust, General Counsel,
State Farm Mutual Auto. Ins. Co.
Fred W. Wollrab,
Costigan & Wollrab,
Unity Building.

CAIRO
W. E. Cummins,
Dewey & Cummins,
Commercial Avenue.

CHAMPAIGN
R. F. Dobbins,
Dobbins & Dobbins,
First National Bank Building.

CHICAGO
William L. Bourland,
231 S. LaSalle Street.
Walter H. Eckert, General Counsel,
Federal Life Insurance Co.
Herman L. Ekern,
1 LaSalle Street.
Clarence W. Glover,
230 North Michigan Avenue.
Kenneth B. Hawkins,
1060 The Rookery.
Ralph R. Hawxhurst,
White & Hawxhurst,
1 N. LaSalle Street.
Paul H. Heineke,
Schuyler, Weinfeld & Hennessy,
230 S. Clark Street.
Edward J. Hennessy,
Schuyler, Weinfeld & Hennessy,
230 S. Clark Street.
Joseph Hinshaw,
1 LaSalle Street.
Chas. R. Holton, Gen. Counsel,
Great Northern Life Insurance Co.
Paul E. Keller, General Counsel,
Benefit Ass'n of Ry. Employees,
901 Montrose Avenue.

Ambrose B. Kelly,
230 North Michigan Avenue.
American Mutual Alliance.

M. B. Kennedy,
Kennedy & Fischer,
10 South LaSalle Street.

Arthur S. Lytton,
Bull, Lytton & Olson,
134 N. LaSalle Street.

David B. Maloney,
Maloney & Wooster,
1 N. LaSalle Street.

William McKinley,
Stebbins, McKinley & Price,
33 N. LaSalle Street.

Matthew J. O'Brien,
O'Brien & Hanrahan,
Insurance Exchange Building.

Ralph F. Potter,
1060 The Rookery.

Paul E. Price,
Stebbins, McKinley & Price,
33 N. LaSalle Street.

Eugene Quay,
230 N. Michigan Avenue.

Royce G. Rowe, Vice-Pres. & Asst. Counsel,
Lumbermen's Mutual Casualty Co.,
4750 Sheridan Road.

Andrew J. Ryan, General Counsel,
Illinois Commercial Men's Assn.,
Illinois Merchants Bank Building.

Edward St. Clair, Gen. Counsel,
North American Acc. Ins. Co.,
209 S. LaSalle Street.

Burton P. Sears, General Counsel,
National Life Insurance Co.,
29 S. LaSalle Street.

L. A. Stebbins, General Counsel,
Central Life Insurance Co.,
Stebbins, McKinley & Price,
33 N. LaSalle Street.

Glenn Thompson,
105 West Adams Street,

George M. Weichelt,
1111 Rookery Building.

EAST ST. LOUIS
Henry Driemeyer,
Pope & Driemeyer,
24 N. Main Street.

GALESBURG
Woolsey, Stickney & Lucas,
15 Weinberg Arcade.

MACOMB
Leonard C. Berry,
Scofield, Bell & Berry.

MATTOON
Donald B. Craig,
Craig & Craig,
1803 Broadway.

Jay T. Hunter,
Hunter, Kavanagh & McLaughlin,
718 Commercial Bank Building.

PEORIA
Clarence W. Heyl,
Central National Bank Building.

QUINCEY
George H. Wilson,
Wilson & Schmiedeskamp,
Mercantile Building.

ROCKFORD
C. H. Linscott,
North, Linscott, Gibboney & North,
Forest City National Bank Building.

ROCK ISLAND
Elmore H. Stafford,
Stafford & Schoede,
Robinson Building.

William M. Walker,
Connelly, Walker, Searle & Hubbard,
Safety Building.

SPRINGFIELD
L. F. Gillespie,
Gillespie, Burke & Gillespie,
Reisch Building.

Earl S. Hodges, General Counsel,
Commonwealth Life Ins. Co.,
Ridgely Bank Building.

Albert C. Schlipf,
Brown, Hay & Stephens,
First National Bank Building.

INDIANA

EVANSVILLE
Edmund L. Craig,
Craig & Mitchell,
American Trust Building.

Isidor Kahn,
Kahn & Enlow,
Citizens Bank Building.

Henry B. Walker,
Walker & Walker,
Old National Bank Building.

FORT WAYNE
Arthur L. Aiken,
Citizens Trust Building.

R. F. Baird, General Counsel,
The Lincoln National Life Ins. Co.

John W. Eggeman,
Eggeman, Reed & Cleland,
First National Bank Building.

FRANKFORT
Russell P. Harker.

HAMMOND
L. L. Bomberger,
Ruff Building.

INDIANAPOLIS
Robert A. Adams, General Counsel,
American Central Life Ins. Co.,
8 East Market Street.

James E. Bingham,
Bingham, Mendenhall & Bingham,
Continental Bank Building.
Charles W. Cook, Jr.,
Bingham, Mendenhall & Bingham,
Continental Bank Building.
Linton A. Cox,
Cox, Conder, Bain & Cox,
156 East Market Street.
George A. Henry,
Meyer-Kiser Bank Building.
Garth B. Melson,
Robinson, Symmes & Melson,
Indiana Trust Building.
C. F. Merrell,
Slaymaker, Merrell & Locke,
Consolidated Building.
Owen Pickens,
Pickens, Gause, Gilliom & Pickens,
Fletcher Trust Building.
James E. Rocap,
Rocap & Rocap,
129 E. Market Street.
Louis E. Smith,
Meyer-Kiser Bank Building.
Jacob S. White,
White & Wright,
Merchants Bank Building.

JEFFERSONVILLE
Wilmer T. Fox,
Citizens Trust Building.

LAFAYETTE
Allison E. Stuart,
Stuart, Stuart & Devol,
LaFayette Life Building.

LOGANSPORT
Robert C. Hillis,
Hillis & Hillis,
Barnes Building.

MARION
John R. Browne,
Gemmill, Browne & Campbell,
520-25 Glass Block.

RUSHVILLE
John H. Kiplinger,
Am. National Bank Building.

SOUTH BEND
M. Edward Doran,
Union Trust Building.

TERRE HAUTE
John H. Beasley,
Beasley Building.
Floyd E. Dix,
Dix & Dix,
Sycamore Building.

VINCENNES
Ewing Emison,
Oliphant Building.

IOWA

BURLINGTON
Charles C. Clark,
Seerley, Clark & Hale,
Tama Building.

CEDAR RAPIDS
J. M. Grimm,
Grimm, Elliott, Shuttleworth & Ingersoll,
Merchants National Bank Building.
A. H. Sargent,
Deacon, Sargent & Spangler,
Merchants National Bank Building.
H. E. Spangler,
Merchants National Bank Building.

CLARINDA
Homer S. Stephens,
Stephens, Thornell & Millhone,
East Washington Street.

DENISON
L. V. Gilchrist,
Crawford County Bank Building.

DES MOINES
Sidney K. Dillon,
Register & Tribune Building.
Frank S. Dunshee,
Bankers Trust Building.
Rex H. Fowler,
Bradshaw, Schenk & Fowler.
Crocker Building.
Thomas J. Guthrie,
Parrish, Cohen, Guthrie & Watters,
Register & Tribune Building.
Phineas M. Henry, General Counsel,
Equitable Life Ins. Co.,
Equitable Building.
Frederic M. Miller,
Miller, Miller & Miller,
Equitable Life Ins. Co.,
Equitable Building.
Jesse A. Miller,
Miller, Miller & Miller,
Equitable Building.
Earl C. Mills, Gen. Counsel,
Iowa State Traveling Men's Assn.,
Southern Surety Building.
Eugene D. Perry,
Bankers Trust Building.
C. C. Putnam,
S. & L. Building.
Harold S. Thomas, General Counsel,
Union Mutual Casualty Co.,
Equitable Building.
Thomas Watters, Jr.,
Parrish, Cohen, Guthrie & Watters,
Register & Tribune Building.

DUBUQUE
H. C. Kenline,
Kenline, Roedell & Hoffman,
Bank & Insurance Building.

IOWA CITY
Frank F. Messer,
Johnson County Bank Building.

KEOKUK
James A. Hollingsworth,
Hollingsworth & Hollingsworth,
11 North Fifth Street.

MASON CITY
Garfield E. Breese,
Breese & Cornwell,
First National Bank Building.

OSKALOOSA
J. A. Devitt,
Devitt, Eichhorne & Devitt,
Neagle Building.

OTTUMWA
Walter McNett,
McNett, Kuhns & Brown,
110 S. Market Street.

SIOUX CITY
J. C. Gleysteen,
Gleysteen, Purdy & Harper,
Trimble Building.
J. M. Gunnell,
Gunnell & Rawlings,
New Orpheum Building.
Deloss P. Shull,
Shull & Stilwill,
Davidson Building.

WATERLOO
H. M. Reed,
Reed, Beers & Graham,
Black Building.
B. F. Swisher,
Pioneer Bank Building.

KANSAS

BELLEVILLE
W. D. Vance, General Counsel,
Republic Mutual Fire Ins. Co.

FORT SCOTT
Douglas Hudson, Gen. Counsel,
Western Casualty & Surety Co.,
Marble Building.

KANSAS CITY
Thomas M. Van Cleave,
McAnany, Alden & Van Cleave,
Commercial Building.

NEWTON
Alden E. Branine,
Branine, Branine & Ice,
Hanlin Building.

PITTSBURG
A. B. Keller,
Keller, Malcolm & Burnett,
National Bank Building.
P. E. Nulton,
Nulton & Stevenson,
First National Bank Building.

SALINA
B. I. Litowich,
Burch, Litowich & Royce,
United Life Building.

TOPEKA
Harry W. Colmery, General Counsel,
Pioneer National Life Ins. Co.,
National Bank of Topeka Building.
Irwin Snattinger,
Fish, Snattinger & Smith,
National Bank of Topeka Building.
Robert Stone,
Stone, McClure, Webb, Johnson & Oman,
National Reserve Building.
Robert L. Webb,
Stone, McClure, Webb, Johnson & Oman,
National Reserve Building.

WICHITA
Allen B. Burch,
Burch & Geiger,
Brown Building.
J. D. Fair,
Cowan, McCorkle, Fair & Kahrs,
Fourth National Bank Building.
Henry V. Gott,
Vermillion, Evans, Carey & Lilleston,
First National Bank Building.
Benj. F. Hegler,
Wheeler-Kelly-Hagny Building.
Cliff A. Matson,
Matson, Stearns & Villepigue,
Schweiter Building.
W. E. Stanley,
Long, Depew & Stanley,
First National Bank Building.
Arnold C. Todd, General Counsel,
Central States Fire Ins. Co.,
Todd, Ralston & Gore,
Fourth National Bank Building.
Carl I. Winsor,
W. K. H. Building.

KENTUCKY

ASHLAND
Simeon S. Willis,
Second National Bank Building.
Clyde R. Levi,
Gaylord Building.

BOWLING GREEN
Chas. R. Bell,
Neale Building.
Robert M. Coleman, Jr.,
Cook Building.
Max B. Harlin,
Tenth Street.

ELIZABETHTOWN
J. R. Layman.

FRANKFORT
Leslie W. Morris,
Farmers Deposit Bank Building.

GLASGOW
Carroll M. Redford,
Richardson & Redford,
Farmers National Bank Building.
John E. Richardson,
Richardson & Redford,
Farmers National Bank Building.

HARDINSBURG
A. Murray Beard,
Moorman & Beard.

HARLAN
William Sampson.

HARTFORD
Clarence Bartlett,
Kirk & Bartlett.

HENDERSON
J. W. Henson,
Henson & Taylor,
First and Main Streets.
Pentecost & Dorsey,
Ohio Valley Banking & Trust Building.

HOPKINSVILLE
Alvan H. Clark,
White & Clark.

LEXINGTON
John R. Allen,
Fayette National Bank Building.

LOUISVILLE
Eugene R. Atkisson,
The Washington Building.
L. R. Curtis,
Marion E. Taylor Building.
Finley F. Gibson, Jr.,
Washington Building.
Robert P. Hobson,
Woodward, Hamilton & Hobson,
Kentucky Home Life Building.
Charles W. Morris,
Marion E. Taylor Building.
John E. Tarrant,
Inter-Southern Building.
Ernest Woodward, General Counsel,
Inter-Southern Life Ins. Co.,
Woodward, Hamilton & Hobson,
Kentucky Home Life Building.

OWENSBORO
E. B. Anderson.
P. O. Box 494.
La Vega Clements,
Clements & Clements,
225½ St. Ann Street.
R. Miller Holland,
Jagoe-Holland Building.
A. D. Kirk,
Cary, Miller & Kirk.
George S. Wilson, Jr.,
St. Ann Street.

PADUCAH
T. S. Waller,
Nunn & Waller,
City National Bank Building.
James G. Wheeler,
Wheeler, Wheeler & Shelbourne,
City National Bank Building.

PIKEVILLE
Andrew E. Auxier,
Pauley Building.
J. P. Hobson, Jr.,
Harman, Francis & Hobson,
First National Bank Building.

RUSSELLVILLE
Coleman Taylor,

WINCHESTER
Stephen T. Davis,
Benton & Davis.
Beverley R. Jouett,
Jouett & Metcalf,
McEldowney Building.

LOUISIANA

ALEXANDRIA
George J. Ginsberg,
Commercial Bank Building.
Harold W. Hill,
Commercial Bank Building.
J. L. Pitts,
Hawthorn, Stafford & Pitts,
Guaranty Bank Building.

BASTROP
George T. Madison,
Madison, Madison & Fuller.

BATON ROUGE
L. W. Brooks,
Taylor, Porter & Brooks,
Louisana National Bank Building.
Herman Moyse,
Laycock & Moyse,
Triad Building.

LAKE CHARLES
Charles A. McCoy,
McCoy, King & Jones,
Weber Building.

MONROE
Clyde Brwon,
Shotwell & Brown,
Ouachita National Bank Building.
Ronald L. Davis,
Theus, Grisham, Davis & Leigh,
Bernhardt Building.
E. T. Lamkin,
McHenry, Montgomery, Lamkin & Lamkin,
Bernhardt Building.

NEW IBERIA
Edward T. Weeks,
Weeks & Weeks,
127 West Main Street.

NEW ORLEANS
Theodore W. Bethea,
Hibernia Building.
Isaac S. Heller,
Canal Bank Building.

Joseph M. Jones,
Canal Bank Building.
Arthur A. Moreno,
Lemle, Moreno & Lemle,
Hibernia Bank Building.
Alfred C. Kammer,
Hibernia Bank Building.
Sumter D. Marks, Jr.,
Spencer, Gidiere, Phelps & Dunbar,
United Fruit Company Building.
Richard B. Montgomery, Jr.,
Canal Bank Building.
Frank S. Normann,
Normann & McMahon,
Masonic Building.
Wm. A. Porteous, Jr.,
Porteous, Johnson & Humphrey,
American Bank Building.
Sol Weiss,
Maison Blanche Building.

OPELOUSA
L. L. Perrault,
LaCombe Hotel Annex.

SHREVEPORT
Percy N. Browne,
Giddens-Lane Building.
Sam W. Mason,
Tucker & Mason,
Commercial National Bank Building.

MAINE

AUBURN
Alton C. Wheeler, General Counsel,
Maine Mutual Automobile Ins. Co.,
81 Main Street.

BANGOR
James E. Mitchell,
6 State Street.

BATH
Edward W. Bridgham,
Bank Block.

BIDDEFORD
Joseph R. Paquin,
5 Washington Street.

LEWISTON
B. L. Berman,
Berman & Berman,
129 Lisbon Street.
Fred H. Lancaster,
70 Lisbon Street.

PORTLAND
Jacob H. Berman,
85 Exchange Street.
William B. Mahoney,
120 Exchange Street.
Forrest E. Richardson,
Robinson & Richardson,
85 Exchange Street.
Clement F. Robinson,
Robinson & Richardson,
85 Exchange Street.
Brooks Whitehouse,
Verrill, Hale, Booth & Ives,
57 Exchange Street.

SKOWHEGAN
Edward F. Merrill,
Merrill & Merrill,
Merrill Block.

WATERVILLE
Thomas N. Weeks,
Perkins & Weeks,
Peoples National Bank Building.

MARYLAND

BALTIMORE
J. Kemp Bartlett, Jr.,
34 U. S. F. & G. Building.
Thomas N. Bartlett,
Maryland Casualty Co.
Robert R. Carman,
Keech, Carman, Tucker & Anderson,
Maryland Trust Building.
Walter L. Clark,
Baltimore Trust Building.
G. W. Denmead, Gen'l Counsel,
New Amsterdam Casualty Co.
227 St. Paul Street,
Walter W. Downs,
Manager and Attorney Surety Claim Department,
New Amsterdam Casualty Co.
227 St. Paul Street.
Walter V. Harrison,
Harrison & France,
Continental Building.
George E. Kieffner,
Stewart, Pearre & Kieffner,
Calvert Building.
Harry O. Levin,
Baltimore Trust Building.
A. J. Lilly, Gen. Counsel,
Maryland Casualty Company.
Edward G. Lowry, Jr.,
701 W. 40th Street,
Maryland Casualty Co.
John A. Luhn, Vice-President,
Fidelity & Deposit Company of Maryland.
Chester F. Morrow,
Niles, Barton, Morrow & Yost,
Baltimore Life Building.
Clapham Murray, Jr., Ass't Counsel,
Maryland Casualty Co.
Jacob S. New, General Counsel,
Eureka Maryland Assurance Corp.,
Fidelity Building.
J. Harry Schisler, Ass't Mgr. & Atty.,
Fidelity & Deposit Co.,
J. H. Skeen,
Emory, Beeuwkes, Skeen & Oppenheimer,
First National Bank Building.
Jesse Slingluff,
Maryland Trust Co. Building.

Harold Tschudi,
Baltimore Trust Building.
George Ross Veazey,
Calvert Building.
Leonard Weinberg,
Weinberg & Sweeten,
Baltimore Trust Building.

BEL AIR
Edwin H. W. Harlan.

CUMBERLAND
F. Brooke Whiting,
Law Building.

HAGERSTOWN
J. Lloyd Harshman.

SALISBURY
Frederick W. C. Webb,
Salisbury Building & Loan Building.

MASSACHUSETTS

BOSTON
Benj. Brooks, General Counsel,
American Mutual Liability Ins. Co.,
142 Berkeley Street,
Michael F. Carney, Counsel,
Massachusetts Bonding & Ins. Co.,
20 Kilby Street.
Robert A. B. Cook,
Phipps, Durgin & Cook,
75 Federal Street.
John W. Downs, General Counsel,
Insurance Federation of Massachusetts,
11 Beacon Street.
Louis C. Doyle,
Badger, Pratt, Doyle & Badger,
53 State Street.
Bryon K. Elliott, Gen. Solicitor,
John Hancock Mutual Life Insurance Company.
Elias Field,
185 Devonshire Street.
David H. Fulton,
10 Tremont Street.
Gay Gleason, General Counsel,
Employers' Liability Assurance Corp.,
33 Broad Street.
Van Courtlandt Lawrence,
Avery, Dooley, Post & Carroll,
177 State Street.
Leland Powers,
30 Federal Street.
Harold J. Quinlan,
53 State Street.
George W. Roberts,
1 State Street.
Arthur T. Smith,
Bartlett, Jennings & Smith,
45 Milk Street.
Roscoe Walsworth, General Counsel,
Com. Travellers Eastern Acc. Assn.
100 Milk Street.
Ralph H. Willard,
Willard, Allen & Mulkern,
100 Milk Street.

FALL RIVER
Harold S. R. Buffinton,
21 Bedford Street.

HOLYOKE
Clifford S. Lyon,
Green, Bennett & Lyon,
56 Suffolk Street.

LYNN
Thomas Nixon Foynes, Gen. Counsel,
Electric Mutual Liability Ins. Co.,
7 Willow Street.
James W. Sullivan,
23 Central Avenue.

SPRINGFIELD
G. W. Gordon, General Counsel,
Monarch Accident Ins. Co.,
Court Square Building.
S. Alton Ralph, General Counsel,
Craftsman Insurance Co.,
168 Bridge Street.
Harold P. Small,
1387 Main Street.

WORCESTER
Charles C. Milton,
340 Main Street.
Charles W. Proctor,
Proctor & Walker,
390 Main Street.

MICHIGAN

ANN ARBOR
Roscoe O. Bonisteel,
Ypsi-Ann Building.

DETROIT
E. Dean Alexander,
Mason, Alexander, McCaslin & Cholette,
First Nat. Bank Building.
Howard D. Brown,
600 United Artists Building.
L. J. Carey, General Counsel,
Michigan Mutual Liability Co.,
1209 Washington Blvd.
Clark C. Coulter,
Penobscot Building.
Milo H. Crawford,
Lightner, Hanley, Crawford, Sweeny & Dodd,
Dime Bank Building.
Lee E. Joslyn,
Joslyn, Joslyn & Joslyn,
Penobscot Building.
George H. Klein,
Clark, Klein, Ferris & Cook,
Union Guardian Building.
Stevens T. Mason,
Mason, Alexander, McCaslin & Cholette,
First National Bank Building.
Albert E. Meder, General Counsel,
Great Lakes Casualty Co.,
Beaumont, Smith & Harris,
Union Guardian Building.

John E. Owen,
150 Blaine Avenue.
James V. Oxtoby,
Dime Savings Bank Building.
H. H. Smith,
Beaumont, Smith & Harris,
Union Guardian Building .
Clifford H. Toohy,
Lightner, Hanley, Crawford, Sweeny & Dodd,
Dime Bank Building.
Henry C. Walters, General Counsel,
National Casualty Company,
Ford Building.

GRAND RAPIDS
John M. Dunham,
G. R. Nat. Bank Building.
Stuart E. Knappen,
Knappen, Uhl, Bryant & Snow,
Michigan Trust Building.
Wm. R. McCaslin,
Mason, Alexander, McCaslin & Cholette,
Peoples National Bank Building.
Harry E. Rodgers, General Counsel,
Preferred Automobile Ins. Co.,
Rodgers & Dunn,
Michigan Trust Building.
Laurent K. Varnum,
Travis, Merrick, Johnson & McCobb,
Michigan Trust Building.

IRONWOOD
S. W. Patek,
Jones & Patek.

KALAMAZOO
H. Clair Jackson,
Jackson, Fitzgerald & Dalm,
Hanselman Building.

LANSING
Dean W. Kelley, General Counsel,
Grange Life Ins. Co.,
Mutual Building.
William C. Searl,
615 N. Capitol Avenue.

SAGINAW
Frank A. Picard,
Picard & Heilman,
Bearinger Building.
Jerome Weadock,
Weadock & Weadock,
Bearinger Building.

ST. JOSEPH
Charles W. Stratton.

MINNESOTA

ALBERT LEE
Bennett O. Knudson,
First National Bank Building.

DULUTH
T. W. Doan,
Abbott, MacPherran, Dancer, Gilbert & Doan,
Alworth Building.
Albert C. Gillette,
Alworth Building.
I. K. Lewis,
First National Bank Building.
R. B. Reavill,
Baldwin, Holmes, Mayall & Reavill,
Alworth Building.

MINNEAPOLIS
Charles J. Foley,
McKnight Building.
Arnold L. Guesmer,
Guesmer, Carson & MacGregor,
Roanoke Building.
Clay W. Johnson,
Fowler, Carlson, Furber & Johnson,
Northwestern Bank Building.
Henry C. Mackall,
Stinchfield, Mackall, Crounse, McNally & Moore,
First National Soo Line Bldg.
Paul J. McGough,
Cobb, Hoke, Benson, Krause & Faegre,
Northwestern National Bank Building.
L. P. McNally,
Stinchfield, Mackall, Crounse, McNally & Moore,
First National-Soo Line Building.
Ernest A. Rich,
Robb, Rich & Reynolds,
Metropolitan Bank Building.
F. H. Stevens,
Stevens & Stevens,
Baker Building.
Chas. J. Tryon,
Thorpe Building.
Ernest E. Watson,
Andrus Building.

ST. CLOUD
Ray J. Quinlivan,
Atwood & Quinlivan,
Western Union Building.

ST. PAUL
Allan Briggs,
Briggs, Weyl & Briggs,
First National Bank Building.
Ray E. Cummins,
Morphy, Bradford, Cummins & Cummins,
360 Robert Street.
J. E. Kelley,
Bundlie & Kelley,
First National Bank Building.
Arthur E. Nelson, General Counsel,
Degree of Honor Protective Assn.,
Nelson, Mohan & Levy,
Pioneer Building.
Charles N. Orr,
Orr, Stark, Kidder & Freeman.
Minnesota Building.
E. A. Roberts, Asst. General Counsel,
Minnesota Mutual Life Ins. Co.,
Commerce Building.

Wilfred E. Rumble,
Doherty, Rumble, Bunn & Butler,
First National Bank Building.
John J. Sexton,
Sexton, Morduant, Kennedy & Carroll,
Pioneer Building.

MISSISSIPPI

BROOKHAVEN
Hugh V. Wall,
First National Bank Building.

CLARKSDALE
Edward C. Brewer,
Brewer & Montgomery.
W. W. Venable,
Maynard, Fitzgerald & Venable,
McWilliams Building.

GULFPORT
James A. Leathers,
Leathers & Greaves,
National Bank of Gulport Building.
W. H. White,
White & Morse.

HATTIESBURG
George W. Currie,
Ross Building.

JACKSON
L. Barnett Jones,
Lamar Building.
J. Morgan Stevens, General Counsel,
Mississippi Fire Ins. Co.,
Lamar Life Building.
William H. Watkins,
Standard Life Building.
W. Calvin Wells, III, Asst. Counsel,
Lamar Life Ins. Co.,
Wells, Wells & Lipscomb,
Lamar Life Building.
W. Calvin Wells, Gen. Counsel,
Lamar Life Ins. Co.,
Wells, Wells & Lipscomb,
Lamar Life Building.

LAUREL
W. S. Welch,
Welch & Cooper.

MERIDIAN
A. S. Bozeman,
Bozeman & Cameron,
Miazza-Woods Building.

VICKSBURG
F. Y. Dabney,
Dabney & Dabney,
Merchants National Bank Building.

MISSOURI

CAPE GIRARDEAU
Allen Oliver,
Oliver & Oliver,
Himmelberger-Harrison Building.

CHILLICOTHE
Paul D. Kitt,
Barney Building.

HANNIBAL
Harry Carstarphen,
Hannibal Trust Co., Building.

IRONTON
Parke M. Banta,
Edgar & Banta,
Iron County Bank Building.

JEFFERSON CITY
James T. Blair, Jr., General Counsel,
Capital Mutual Association,
Monroe Building.

JOPLIN
Grover C. James,
Joplin National Bank Building.

KANSAS CITY
Fred Bellemere,
Commerce Building.
Fred A. Boxley,
Commerce Building.
Henry I. Eager,
Meservey, Michaels, Blackmar, Newkirk & Eager,
Commerce Building.
Solon T. Gilmore, General Counsel,
Business Men's Assurance Co.,
Fidelity Bank Building.
Spencer F. Harris,
Lathrop Building.
Charles M. Howell, General Counsel,
American Reciprocal Ins. Ass'n.,
Commerce Building.
Lowell R. Johnson,
Shughart & Johnson,
Commerce Building.
John H. Lathrop,
Lathrop, Crane, Reynolds, Sawyer & Mesereau,
Fidelity Bank Building.
John N. Monteith,
Lathrop, Crane, Reynolds,
Sawyer & Mesereau,
Fidelity Building.
Frank W. McAlister, General Counsel
Kansas City Life Ins. Co.,
Rialto Building.
Henry L. McCune,
McCune, Caldwell & Downing,
Fidelity Bank Building.
Edmund H. McVey,
McVey, Randolph, Smithson & Garrity,
Commerce Building.
William C. Michaels,
Meservey, Michaels, Blackmar, Newkirk & Eager,
Commerce Building.
O. C. Mosman, General Counsel,
American Savings Life Ins. Co.,
Bryant Building.
David A. Murphy,
Scarritt Building.

James E. Nugent, General Counsel,
National Fidelity Life Ins. Co.,
Morrison, Nugent, Wylder & Berger,
Bryant Building.
P. E. Reeder,
Winger, Reeder, Barker & Hazard,
Waltower Building.
J. B. Robertson, General Counsel,
Employers Reinsurance Corporation,
Insurance Building.
Henry M. Shughart,
Shughart & Johnson,
Commerce Building.
Frank H. Terrell,
Langworthy, Spencer & Terrell,
Commerce Building.
Maurice H. Winger,
Winger, Reeder, Barker & Hazard,
Waltower Building.

MEXICO
W. Wallace Fry,
Fry, Hollingsworth & Francis,
123 East Jackson Street.

NEW MADRID
R. F. Baynes,
Sharp & Baynes,
Shainberg Building.

ST. JOSEPH
Joseph M. Garvey,
Stringfellow & Garvey,
11 Donnell Court.
John C. Landis, Jr.,
Landis & Landis,
Corby Building.
Orestes Mitchell,
Corby Building.

ST. LOUIS
Roscoe Anderson,
Anderson, Gilbert & Wolfort,
Federal Commerce Trust Building.
James R. Claiborne,
Bank of Commerce Building.
George Eigel, General Counsel,
Reliable Life & Accident.
208 North Broadway.
Wayne Ely,
Bank of Commerce Building.
Courtney S. Goodman,
Continental Life Building.
Ernest A. Green,
Green, Henry & Remmers,
Boatman's Bank Building.
Harold F. Hecker,
National Bank of Commerce Building.
J. Porter Henry,
Green, Henry & Remmers,
Boatmen's Bank Building.
Lon O. Hocker,
Jones, Hocker, Gladney & Jones,
705 Olive Street.
Lon Hocker, Jr.,
Jones, Hocker, Gladney & Jones,
705 Olive Street.
George A. Hodgman,
Pierce Building.
Dwight D. Ingamells,
Security Building.
John S. Leahy, General Counsel,
St. Louis Mutual Life Ins. Co.,
Bank of Commerce Building.
Walter R. Mayne,
Fordyce, White, Mayne & Williams,
506 Olive Street.
John J. Nangle,
511 Locust Street.
William O. Reeder,
Sullivan, Reeder & Finley,
705 Olive Street.
Wilbur C. Schwartz,
Boatmen's Bank Building.
George C. Willson,
Taylor, Chasnoff & Willson,
Boatmen's Bank Building.
W. H. Woodward,
Woodward & Evans,
Paul Brown Building.

SEDALIA
Lee Montgomery,
Montgomery, Martin & Montgomery,
Sedalia Trust Building.

SPRINGFIELD
Frank C. Mann,
Mann, Mann & Miller,
Landers Building.
Arthur W. Allen,
Woodruff Building.
Frank M. McDavid,
Woodruff Building.
Ben M. Neale,
Neale, Newman & Turner,
Woodruff Building.

MONTANA

BUTTE
John K. Claxton,
Silver Bow Building.

GLENDIVE
Raymond Hildebrand,
Hildebrand & Warren.

GREAT FALLS
Roy H. Glover,
Clift & Glover,
Great Northern Ry. Building.
J. W. Speer,
Speer & Hoffman,
First National Bank Building.

NEBRASKA

CHADRON
E. D. Crites.

GRAND ISLAND
J. L. Cleary,
Cleary, Suhr & Davis,
First National Bank Building.

HASTINGS
Herman G. Schroeder,
120 N. Hastings Avenue.

LINCOLN
T. S. Allen, General Counsel,
Woodmen Accident Company.
F. B. Baylor,
Baylor & Tou Velle,
Sharp Building.
Elmer J. Burkett,
Burkett, Wilson, Brown & Van Kirk,
First National Bank Building.
Earl Cline,
Hall, Cline & Williams,
First National Bank Building.
J. W. Kinsinger, General Counsel,
Midwest Ins. Co.,
1339 O Street.
Don W. Stewart,
Stewart, Stewart & Whitworth,
Sharp Building.

NORFOLK
Frederick M. Deutsch,
South Fourth Street.

NORTH PLATTE
Edward E. Carr,
Hoagland, Carr & Hoagland,
Tramp Building.

OMAHA
G. J. Cleary, General Counsel,
Mutual Benefit Health & Accident Association,
Cleary, Horan & Skutt,
Raymond M. Crossman,
Crossman, Munger & Barton,
First National Bank Building.
G. L. DeLacy,
Kennedy, Holland & DeLacy,
City National Bank Building.
Wm. C. Fraser,
Omaha National Bank Building.
Albert E. May,
Swarr, May & Royce,
Keeline Building.
Chas. F. McLaughlin,
Gaines, McGilton, McLaughlin & Gaines,
City National Bank Building.
Robert D. Neely,
Brandeis Theater Building.
Stanley M. Rosewater,
Rosewater, Mecham, Shackelford & Stoehr,
City National Bank Building.
Frank H. Woodland, General Counsel,
Physicians Casualty Association,
Omaha National Bank.

NEVADA

ELY
B. L. Quayle,
Chandler, Quayle & Gill.

RENO
Robert Z. Hawkins,
Hawkins, Mayotte & Hawkins,
United Nevada Bank Building.
E. F. Lunsford,
Green & Lunsford,
E. C. Lyon Building.
Miles N. Pike,
Ayres, Gardiner & Pike.

NEW HAMPSHIRE

KEENE
Philip H. Faulkner, General Counsel,
National Grange Mutual Liability Co.

MANCHESTER
Maurice F. Devine,
Devine & Tobin,
Bell Building.

NEW JERSEY

ATLANTIC CITY
Maurice Y. Cole,
Guarantee Trust Building.

CAMDEN
Albert E. Burling,
Bleakly, Stockwell & Burling,
West Jersey Trust Building.
Walter R. Carroll,
S. W. Cor. 4th & Market Streets.
Marshall H. Diverty,
301 Market Street.

JERSEY CITY
Edward A. Markley,
1 Exchange Place.
Edwin F. Smith,
1 Exchange Place.
Mark Townsend, Jr.,
Bergen Avenue.

NEWARK
Joseph Coult,
Coult, Satz & Tomlinson,
60 Park Place.
David Green,
Green & Green,
26 Thirteenth Avenue.
Paul H. Guilfoil,
15 Washington Street.
Herbert W. J. Hargrave,
15 Washington Street.
Samuel M. Hollander,
1180 Raymond Boulevard.
F. A. W. Ireland, General Counsel,
Globe Indemnity Company.
Lionel P. Kristeller,
810 Broad Street.
Jacob Schneider,
Schneider & Schneider,
Lefcourt Building.
Fred G. Stickel, Jr.,
Lefcourt Newark Building.
Frank G. Turner,
20 Clinton Street.

Arthur T. Vanderbilt,
790 Broad Street.

PATERSON
F. W. Freeman, Jr.,
Freeman & Freeman,
26 Hamilton Street.

SOMERVILLE
Frederick A. Pope,
Pope Building.

NEW MEXICO

ROSWELL
J. M. Hervey,
Hervey, Dow, Hill & Hinkle.

SANTA FE
Carl H. Gilbert,
Gilbert & Hamilton,
A. B. Renehan Building.
Francis C. Wilson,
Sena Plaza.

NEW YORK

ALBANY
John J. Conners, Jr.,
Ainsworth & Sullivan,
State Bank Building.
Donald Gallagher,
Brown & Gallagher,
Home Savings Bank Building.
Nelson R. Pirnie,
Ainsworth & Sullivan,
State Bank Building.
Charles B. Sullivan,
Ainsworth & Sullivan,
State Bank Building.

AMSTERDAM
Carl S. Salmon,
53 East Main Street.

BINGHAMTON
David F. Lee,
Lee, Levene & McAvoy,
Security Mutual Building.

BROOKLYN
John McElraevy, Jr.,
50 Court Street.

BUFFALO
Philip C. Barth,
Barth & Ray,
M & T Building.
Franklin R. Brown,
Rann, Vaughn, Brown & Sturtevant,
Liberty National Bank Building.
John H. Clogston,
Erie County Bank Building.
J. Leo Kennedy,
268 Main Street.
Ulysses S. Thomas,
White Building.

CORNING
Guy W. Cheney,
Cheney & Costello,
The Corning Building.

DUNKIRK
Glenn W. Woodin,
409 Central Avenue.

ELMIRA
Leo Waxman,
Mandeville, Waxman, Buck, Teeter & Harpending,
Robinson Building.

GENEVA
Nathan D. Lapham,
Lapham & Ryan,
435 Exchange Street.

GLEN FALLS
Sylvanus M. Thomas,
191 Glen Street.

ITHACA
Charles H. Newman,
Newman & Newman,
Savings Bank Building.

NEWBURGH
Henry Kohl,
32 Montgomery Street.

NEW YORK
Wendell P. Barker, General Counsel
American Equitable Assn. Co.,
52 Wall Street.
William Butler, General Counsel,
U. S. Casualty Company,
80 Maiden Lane.
William Peter Cavanaugh,
1 Park Avenue.
Raymond N. Caverly,
Fidelity & Casualty Co.,
80 Maiden Lane.
Joseph H. Collins, Attorney,
Metropolitan Life Ins. Co.,
1 Madison Avenue.
Hervey J. Drake, Attorney,
Association of Casualty & Surety Executives.
1 Park Avenue.
Harry Green,
Millard, Green & Greene,
270 Broadway.
William A. Hyman,
100 William Street.
Henry Swift Ives, Special Counsel,
Association of Casualty & Surety Executives,
1 Park Avenue,
Hector Kottgen,
90 John Street.
Henry C. Moses,
Moses, Nehrbas & Tyler,
20 Pine Street.
George L. Naught, General Counsel,
American Surety Company,
100 Broadway.
Rolland R. Rasquin,
17 East 42nd Street.

Curtis Robertson, General Counsel,
Guardian Life Ins. Co.,
50 Union Square.

Harold W. Rudolph, General Counsel,
Seaboard Surety Co.,
80 John Street.

Francis R. Stoddard,
Greene & Hurd,
52 Broadway.

Rollin E. Talbert, General Counsel,
Zurich Gen. Accident & Lia. Ins. Co.,
80 John Street.

OGDENSBURG

Edmund FitzGerald,
305 State Street.

ONEIDA

William F. Santry,
Coville & Santry,
Trust Company Building.

OSWEGO

E. J. Mizen,
Mizen & Mizen,
193 W. First Street.

ROCHESTER

George Burns,
Burns & Burns,
Wilder Buliding.

Paul Folger,
Harris, Beach, Folger, Bacon & Keating,
5 S. Fitzhugh Street.

John J. McInerney,
Union Trust Building.

John A. Millener, General Counsel,
Columbian Protective Association,
Genesee Valley Trust Building.

SCHENECTADY

Del B. Salmon,
521 State Street.

SYRACUSE

Howard D. Bailey,
Bailey, Ryan & Agan,
Syracuse Building.

George H. Bond,
Bond, Schoeneck & King,
State Tower Building.

Oscar J. Brown,
State Tower Building.

P. W. Mellor,
Mellor, George & Wood,
State Tower Building.

Crandall Melvin,
Melvin & Melvin,
First Trust & Deposit Building.

Joseph B. Murphy,
State Tower Building.

Frank T. Sheridan,
Vann, Tuck, Sheridan & Sheridan,
Dillaye Memorial Building.

UTICA

Gay H. Brown, General Counsel,
Commercial Travellers Mutual Accident Association,
Fuller, Brown & Hubbard,
First National Bank Building.

Moses G. Hubbard, Jr., Gen. Counsel,
Com. Travelers Mutual Acc. Assn.,
Fuller, Brown & Hubbard,
First National Bank Building.

James F. Hubbell,
Miller, Hubell & Evans,
Mayro Building.

W. Chase Young,
Dunmore, Ferris & Burgess,
First National Bank Building.

WATERTOWN

Francis E. Cullen,
Cullen, Norris & Reynolds,
Trust Company Building.

NORTH CAROLINA

ASHEVILLE

J. G. Adams,
Adams & Adams,
15 Church Street.

Thos. J. Harkins,
Harkins, Van Winkle & Walton,
Jackson Building.

Edwin S. Hartshorn,
Heazel, Shuford & Hartshorn.

Thomas L. Johnson,
Johnson, Rollins & Uzzell,
Jackson Building.

James G. Merrimon,
First National Bank Building.

CHARLOTTE

F. O. Clarkson,
Taliaferro & Clarkson,
Law Building.

Charles H. Gover,
Law Building.

J. Laurence Jones,
Law Building.

John M. Robinson,
Law Building.

DURHAM

Harvey Harward,
Geer Building.

Robert H. Sykes,
Geer Building.

GREENSBORO

Julius C. Smith, General Counsel,
Jefferson Standard Life Ins. Co.,
1009 Jefferson Standard Building.

HENDERSON

J. H. Bridgers,
Law Building.

R. G. Kittrell,
Perry & Kittrell,
Law Building.

HIGH POINT
Carter Dalton,
Dalton & Pickens,
Commercial National Bank Building.

LUMBERTON
Dickson McLean,
McLean & Stacy,
National Bank of Lumberton Bldg.

RALEIGH
Murray Allen,
Citizens National Bank Building.
J. Melville Broughton,
Lawyers Building.
Cale K. Burgess,
Burgess, Leach, Baker & Allen,
Raleigh Building.
A. J. Fletcher, General Counsel,
Southern Dixie Life Ins. Co.,
N. C. Bank & Trust Company Bldg.
James S. Manning,
Lawyers Building.
Robert Ruark,
Ruark & Ruark,
Lawyers Building.
S. Brown Shepherd,
Capital Club Building.
Willis Smith,
Smith, Leach & Anderson,
Security Bank Building.

SALISBURY
Kerr Craige,
Craige & Craige.

WILMINGTON
J. O. Carr,
N. C. Bank Building.

WINSTON-SALEM
John J. Ingle,
Ingle & Rucker,
Wachovia Bank Building.
B. S. Womble,
Manly, Hendren & Womble,
Wachovia Bank Building.

NORTH DAKOTA

BISMARCK
Gordon V. Cox,
O'Hare, Cox & Cox,
Little Building.
Clyde L. Young,
Dullam & Young,
First National Bank Building.

FARGO
A. R. Bergesen,
Burnett, Bergesen & Haakenstad,
O'Neil Block.
Herbert G. Nilles,
Nilles, Oehlert & Nilles,
Black Building.
C. C. Wattam,
Richardson, Thorp & Wattam,
23½ Broadway.

GRAND FORKS
Tracy R. Bangs,
Bangs, Hamilton & Bangs,
First National Bank Building.

MANDAN
John F. Sullivan,
First National Bank Building.

MINOT
Robert H. Bosard,
Fauchald Block.
George A. McGee,
Kresge Building.

OHIO

ASHLAND
M. V. Semple,
First National Bank Building.

ASHTABULA
Dennis F. Dunlavy,
4627 Main Avenue.

ATHENS
R. D. Williams,
Wood & Williams,
29½ S. Court Street.

BUCYRUS
W. J. Schwenck.

CANTON
Kenneth B. Cope,
First National Bank Building.

CINCINNATI
H. G. Hightower,
Hightower & O'Brien,
18 East Fourth Street.
Harry E. Marble,
Marble & Vordenberg,
Union Central Building.
John R. Schindel,
Waite, Schindel & Bayless,
Union Central Life Building.
Walter M. Shohl,
Dinsmore, Shohl, Sawyer & Dinsmore,
Union Central Building.
Clarence M. Smith,
Union Central Building.
Charles P. Taft,
Taft, Stettinius & Hollister,
Dixie Terminal.

CLEVELAND
A. D. Baldwin,
Garfield, Cross, Daoust, Baldwin & Vrooman,
Midland Building.
Neil P. Beall,
McKeehan, Merrick, Arter & Stewart,
Terminal Tower.
Charles O. Chandler,
Foote, Bushnell, Burgess & Chandler,
Terminal Tower Building.
John R. Kistner,
Leader Building.

Thomas E. Lipscomb,
Thompson, Hine & Flory,
Guardian Building.
John H. McNeal,
1367 East Sixth Street.
H. Melvin Roberts,
Howell, Roberts & Duncan,
Guardian Building.
Charles W. Sellers,
Thompson, Hine & Flory,
Guardian Building.
Fred J. Young,
Davis & Young,
Cuyahoga Building.

COLUMBUS

Hugh M. Bennett,
Bennett, Westfall & Bennett,
8 East Long Street.
Wilbur E. Benoy,
A. I. U. Citadel.
Peter E. Dempsey,
Knepper, White, Smith & Dempsey,
5 East Long Street.
Charles S. Druggan,
Atlas Building.
B. W. Gearheart, General Counsel,
The Buckeye Union Casualty Co.,
Atlas Building.
John C. Harlor,
Huntington Bank Building.
Richard Huggard,
Knepper, White, Smith & Dempsey,
5 East Long Street.
Russell M. Knepper,
Knepper, White, Smith & Dempsey,
5 East Long Street.
William E. Knepper,
Knepper, White, Smith & Dempsey,
5 East Long Street.
Byron Edward Ford,
Vorys, Sater, Seymour & Pease,
52 East Gay Street.
Forrest F. Smith,
Knepper, White, Smith & Dempsey,
5 East Long Street.
John H. Summers,
21 East State Street.
Edward J. Stoddard,
Huntington Bank Building.
John F. Ward,
44 East Broad Street.
B. G. Watson,
Watson, Davis & Joseph,
50 W. Broad Street.
Andrew J. White, Jr.
Knepper, White, Smith & Dempsey,
5 East Long Street.
Marshall E. Wilcox, Attorney,
State Automobile Mutual Ins. Co.,
518 East Broad Street.
Charles S. Younger, President,
American Insurance Union,
American Insurance Union Bldg.

COSHOCTON

Warner M. Pomerene,
Pomerene & Pomerene,
Coshocton National Bank Buliding.

DAYTON

Clifford R. Curtner,
Union Trust Buiiidng.
Hubert A. Estabrook,
Estabrook, Finn & McKee,
Third National Bank Building.
Lee Warren James,
James & Coolidge,
Main & Second Streets.
Wm. M. Matthews,
25 North Main Street.
Warren A. Ferguson,
McMahon, Corwin, Landis & Markham,
Callahan Bank Building.
Wm. G. Pickrel,
Pickrel, Schaeffer, Harshman & Young,
Union Trust Building.

ELYRIA

Robert H. Rice,
Elyria Savings Building.
Frank M. Stevens,
Stevens & Stevens,
Lorain County Bank Building.

GALLIPOLIS

Henry W. Cherrington,
K. of P. Building.

GREENVILLE

John F. Maher,
521½ Broadway.

HAMILTON

John D. Andrews,
Rentshler Building.

LEROY

Don McVay, General Counsel,
Ohio Farmers Insurance Co.

LIMA

C. M. Cable,
Cable & Cable,
Masonic Building.

MANSFIELD

Jas. W. Galbraith,
Farmers Bank Building.

MARIETTA

Robert M. Noll,
Peoples Bank Building.

MARYSVILLE

C. A. Hoopes,
Hoopes & Sanders,
127½ W. Fifth Street.

MEDINA

John A. Weber.

MIDDLETOWN

G. W. A. Wilmer,
Middletown Deposit Building.

PORTSMOUTH

William J. Meyer,
First National Bank Building.

SANDUSKY
James F. Flynn,
King, Flynn & Frohman,
Feick Building.

STEUBENVILLE
Carl F. Allebaugh.
Carl H. Smith,
Smith, Francis & Irvine,
Sinclair Building.

TIFFIN
Walter K. Keppel,
11½ Court Street.

TOLEDO
Milton C. Boesel,
Spitzer Building.
Howard H. Jacobson,
Fraser, Hiett, Wall & Effler,
Home Bank Building.
Ray Martin,
Martin & Martin,
Spitzer Building.
Herman R. Miller,
Nicholas Building.
Stuart S. Wall,
Marshall, Melhorn & Marlar,
Spitzer Building.
Milo J. Warner,
Doyle & Lewis,
Nicholas Building.

TROY
F. L. Shipman,
Shipman & Shipman,
Peoples Building & Savings Building.

WARREN
H. H. Hoppe,
Hoppe, Lea, Day & Ford,
Second National Building.

XENIA
W. L. Miller,
Miller & Finney,
Allen Building.

YOUNGSTOWN
Herman N. George,
Realty Building.

ZANESVILLE
Edward R. Meyer,
Meyer & Crossan,
Peoples Savings Bank Building.

OKLAHOMA

ARDMORE
T. G. Johnson,
Johnson, McGill & Johnson,
200½ West Main Street.
Lloyd C. O'Dell,
Exchange National Bank Building.
J. E. Williams,
Williams & Williams,
Simpson Building.

DURANT
R. T. Stinson,
Utterback, Stinson & Utterback.

ENID
Carl Kruse,
Kruse & Edwards,
Bass Building.

MUSKOGEE
C. A. Ambrister,
Barnes Building.

OKALAHOMA CITY
Byrne A. Bowman,
Thurman, Bowman & Thurman,
Braniff Building.
Warren H. Edwards, General Counsel,
Oklahoma Southern Life Ins. Co.,
Colcord Building.
Edward Howell,
American National Bank Building.
J. C. Monnet, Jr.,
Ames, Cochran, Ames & Monnet,
First National Bank Building.
Lloyd J. Mullen,
Braniff Building.
Hal C. Thurman,
Thurman, Bowman & Thurman.
Braniff Building.
Raymond C. Tolbert,
Embry, Johnson, Crowe & Tolbert,
First National Bank Building.
W. F. Wilson,
Wilson & Wilson,
Hales Building.

SHAWNEE
Geo. C. Abernathy,
Abernathy, Howell & Abernathy,
Masonic Temple.

TULSA
Hulette F. Aby, General Counsel,
Atlas Life Ins. Co.,
Exchange Bank Building.
T. Austin Gavin,
Exchange Bank Building.
Arthur B. Honnold,
National Bank of Tulsa Building.
M. C. Rodolf,
Public Service Building.
Remington Rogers,
Ritz Building.
H. L. Smith,
Kennedy Building.

OREGON

PORTLAND
W. R. Wilbur,
Wilbur, Beckett, Howell & Oppenheimer,
1001 Board of Trade Building.

PANAMA CANAL ZONE

ANCON
Wm. A. Van Siclen,
Van Siclen & Casto,
318 Gorgas Road.

PENNSYLVANIA

ALLENTOWN
Fred B. Gernerd,
502 Hamilton Street.
Hyman Rockmaker,
Commonwealth Building.
Walter C. Senger,
Aubrey, Friedman & Senger,
Commonwealth Building.

BETHLEHEM
George Rodney Booth,
Bethlehem Trust Building.

CHAMBERSBURG
John McD. Sharpe,
Sharpe & Sharpe,
167 Lincoln Way East.
Edwin D. Strite,
Chambersburg Trust Co. Building.

CHESTER
J. Borton Weeks, General Counsel,
Keystone Auto. Club Casualty Co.,
Pennsylvania Bank Building.

EASTON
Edward J. Fox, Jr.,
Fox & Fox,
Easton Trust Building.

ERIE
R. T. Marsh,
Marsh & Eaton,
Ariel Building.
Isaac J. Silin,
Brooks, Crutze & Silin,
Erie Trust Building.

GREENSBURG
R. E. Best,
Smith, Best & Horn,
Safe Deposit & Trust Building.

JOHNSTOWN
Russell R. Yost,
Graham, Yost & Meyers,
Johnstown Trust Building.

LANCASTER
F. Lyman Windolph,
Windolph & Mueller,
121 East King Street.

LEWISTON
Frederick W. Culbertson,
Culberston & Stuckenrath,
2 South Main Street.

MAUCH CHUNK
J. C. Loose,
J. C. & A. S. Loose,
3 Broadway.

MEADVILLE
J. Perry Eckels,
353 Center Street.

MORRISTOWN
Charles Townley Larzelere,
320 DeKalb Street.

PHILADELPHIA
Harry S. Ambler,
12 South Twelfth Street.
Harold B. Beitler,
1612 Market Street.
Francis Chapman, General Counsel,
Pennsylvania Indemnity Corp.,
1500 Walnut Street.
Joseph S. Conwell,
Land Title Building.
H. Rook Goshorn,
Philadelphia Saving Fund Society Bldg.
Joseph A. Henderson,
Rawle & Henderson,
Packard Building.
Edwin C. Markel, General Counsel,
General Accident, Fire & Life Assn. Co.,
414 Walnut Street.
Frederick J. Shoyer,
Commercial Trust Building.
Maurice W. Sloan,
Sloan, White & Sloan,
1420 Walnut Street.
Philip Sterling,
Sterling & Willing,
1616 Walnut Street.
Ira J. Williams, General Counsel,
Girard Life Ins. Co.,
Morris Building.
Joseph K. Willing,
Sterling & Willing,
Walnut Street.

PITTSBURGH
Alexander J. Barron,
Alter, Wright & Barron,
First National Bank Building.
R. D. Dalzell,
Dalzell, McFall & Pringle,
450 Fourth Avenue.
J. Roy Dickie, General Counsel,
Pennsylvania Surety Company,
Dickie, Robinson & McCamey,
Grant Building.
Harold E. McCamey,
Dickie, Robinson & McCamey,
Grant Building.
John C. Sherriff,
Law & Finance Building.

SCRANTON
Walter W. Harris,
O'Malley, Hill, Harris & Harris,
Scranton Electric Building.

STROUDSBURG
C. C. Shull,
Shull & Shull,
22 North Seventh Street.

SUNBURY
Harry S. Knight,
Knight, Taggart & Kivko,
Sunbury Trust Building.

UNIONTOWN
Dean D. Sturgis,
Corner Main & Court Streets.

WASHINGTOWN
Rufus S. Marriner,
Marriner & Wiley,
Washington Trust Building.

WILKES-BARRE
Neil Chrisman,
Coal Exchange Building.
Joseph E. Fleitz,
Miners Bank Building.
Wm. N. Reynolds, Jr.,
Reynolds & Reynolds,
Wilkes-Barre Dep. Bank Bldg.
Frank P. Slattery,
Miners Bank Building.

YORK
McClean Stock,
Central National Bank Building.

RHODE ISLAND

NEWPORT
J. Russell Haire,
Sheffield & Harvey,
223 Thames Street.

PROVIDENCE
Harold A. Andrews,
Hinckley, Allen, Tillinghast & Wheeler,
Industrial Trust Building.
Henry M. Boss, Jr.,
Hospital Trust Building.
Clifford A. Kingsley,
Turk Head Building.
Harold R. Semple,
Raymond & Semple,
Union Trust Building.
Herbert M. Sherwood, General Counsel,
Factory Mutual Liability Ins. Co.,
Turk Head Building.

SOUTH CAROLINA

CHARLESTON
Benjamin A. Moore,
69 Broad Street.
George L. B. Rivers,
28 Broad Street.
J. Waties Waring,
Waring & Brockinton,
35 Broad Street.

COLUMBIA
Alva M. Lumpkin,
Central Union Building.
Joseph L. Nettles,
Palmetto Building.
Ashley C. Tobias,
Tobias & Turner,
Carolina Life Building.

GREENVILLE
H. J. Haynsworth,
Haynsworth & Haynsworth,
Chamber of Commerce Building.
John E. Johnston,
Hicks & Johnston,
Chamber of Commerce Building.

SPARTANBURG
Robert M. Carlisle,
Carlisle, Brown & Carlisle,
Merchants & Farmers Bank Building.
Donald Russell,
Nicholls, Wyche & Russell,
Cleveland Law Building.

SOUTH DAKOTA

ABERDEEN
Hugh Agor,
Van Slyke & Agor,
Capital Building.

HURON
Max Royhl,
Security National Bank Building.

PIERRE
Karl Goldsmith,
Martens & Goldsmith,
Pierre National Bank Building.

RAPID CITY
Albert R. Denu,
Denu, Philip & Leedom,
First National Bank Building.

SIOUX FALLS
T. M. Bailey,
Bailey & Voorhees,
Bailey Glidden Building.
A. B. Fairbank,
Boyce, Warren & Fairbank,
Boyce-Greeley Building.
Tom Kirby, General Counsel,
Western Surety Co.,
Western Surety Building.

WATERTOWN
Perry F. Loucks,
Way-Peeny Building.
Walter Stover,
First Citizens National Bank Bldg.

TENNESSEE

CHATTANOOGA
J. F. Finlay,
Finlay & Campbell,
James Building.
Estes Kefauver,
Provident Building.
Vaughn Miller,
Miller, Miller & Martin,
Volunteer Life Building.
Charles A. Noone,
First National Bank Building.

CLARKSVILLE
Dancey Fort.

ELIZABETHTON
J. Frank Seiler,
Seiler & Hunter,
First National Bank Building.

FAYETTEVILLE
B. E. Holman,
Northeast Corner Public Square.

GREENVILLE
James N. Hardin,
Swingle & Hardin,
Greene County Union Bank Bldg.

JOHNSON CITY
Adam B. Bowman,
Simmonds & Bowman,
Sells Building.
Lee F. Miller,
Miller Bros. Building.

KINGSPORT
F. M. Kelly,
Kelly & Penn.

KNOXVILLE
C. W. Key,
Kennerly & Key,
General Building.
H. T. Poore,
Fidelity Bankers Building.
James B. Wright,
East Tennessee National Bank Bldg.

MEMPHIS
W. P. Armstrong,
Armstrong, McCadden & Allen,
Bank of Commerce Building.
Thomas A. Evans,
Sivley, Evans & Evans,
Bank of Commerce Building.
Frank H. Gailor,
Bank of Commerce Building.
Grover N. McCormick,
Exchange Building.
W. Percy McDonald,
Bank of Commerce Building.
William P. Metcalf,
Exchange Building.
Robert M. Nelson,
Fidelity Building.
Lowell W. Taylor,
Bank of Commerce Building.

NASHVILLE
William F. Carpenter,
Goodpasture & Carpenter,
Stahlman Building.
Henry Goodpasture,
Goodpasture & Crapenter,
Stahlman Building.
Miller Manier,
Manier & Crouch,
Baxter Building.
James A. Newman, General Counsel,
Independent Life Ins. Co.,
Independent Life Building.
W. E. Norvell, Jr.,
Nichol Building.
Thomas G. Watkins,
Stahlman Building.
Albert A. White,
White & Howard,
Nashville Trust Building.

ROCKWOOD
J. Ralph Tedder,
Municipal Building.

TEXAS

AMARILLO
H. L. Adkins,
Madden, Adkins, Pipkin & Keffer,
Fisk Building.
F. M. Bralley, Jr.,
Clayton & Bralley,
Fisk Building.
B. L. Morgan,
Morgan, Culton, Morgan & Britain,
Oliver Eakle Building.

AUSTIN
Ireland Graves,
Black & Graves,
Norwood Building.
M. H. Goldsmith,
Smith, Brownlee & Goldsmith,
Littlefield Building.
Q. C. Taylor,
White, Taylor & Gardner,
Norwood Building.

BEAUMONT
Major T. Bell,
Orgain, Carroll & Bell,
Gilbert Building.
W. M. Crook,
Crook & Cunningham,
American National Bank Building.

BROWNSVILLE
James L. Abney,
Abney & Whitlaw,
State National Bank Building.

CORPUS CHRISTI
Sidney P. Chandler,
Medical Profession Building.

DALLAS
M. N. Chrestman,
Burgess, Chrestman & Brundidge,
Republic Bank Building.
Thomas W. Davidson,
Praetorian Building.
D. A. Frank,
Dallas Bank & Trust Building.
James F. Gray,
Davidson, Randall & Gray,
Praetorian Building.
Albert B. Hall,
Mercantile Building.
Harry P. Lawther, General Counsel,
Employers' Casualty Co.,
Tower Petroleum Building.
Neth L. Leachman,
Leachman & Gardere,
Republic Bank Building.

Robert W. Mayo, General Counsel,
Gulf Insurance Company,
Kirby Building.
Robert G. Payne,
Robertson, Robertson & Payne,
First National Bank Building.
William Thompson,
Thompson, Knight, Baker & Harris,
Republic Bank Building.
Harold A. Young,
Leake, Henry & Young,
Magnolia Building.

EL PASO
Volney M. Brown,
Brown & Brooke,
El Paso National Bank Building.
R. A. D. Morton,
First National Bank Building.

FORTH WORTH
S. B. Cantey, Jr.,
Cantey, Hanger & McMahon,
Burk Burnett Building.
B. V. Thompson,
Thompson & Barwise,
Fort Worth Club Building.
W. B. Todd,
Todd & Crowley,
Dan Waggoner Building.

GALVESTON
Adrian F. Levy,
Levy & Levy,
U. S. National Bank Building.
Ballinger Mills,
Terry, Cavin & Mills,
Union Station Building.

GONZALES
W. K. Hopkins.

HOUSTON
Robert L. Cole, Sr.,
Cole, Cole, Patterson & Lawler,
Citizens State Bank Building.
E. J. Fountain, Jr.,
Andrews, Kelley, Kurth & Campbell,
Gulf Building.
John H. Freeman,
Fulbright, Crooker & Freeman,
State National Bank Building.
W. L. Kemper,
Kemper, Hicks & Cramer,
Shell Building.
A. C. Wood,
King, Wood & Morrow,
Post-Dispatch Building.

SAN ANTONIO
Claude V. Birkhead,
Birkhead, Beckmann & Stanard,
Gunter Building.
J. C. Hall,
Terrell, Davis, Hall & Clemens,
South Texas Bank Building.
Ike S. Kampmann,
Central Trust Building.

SHERMAN
C. T. Freeman,
Head, Dillard, Maxey-Freeman &
McReynolds,
M. & P. National Bank Building.

TYLER
T. B. Ramey, Jr.,
Ramey, Calhoun & Marsh,
Citizens National Bank Building.

WACO
John Maxwell,
Bryan & Maxwell,
Liberty Bank Building.
Clay McClellan,
McClellan, Lincoln & Williams,
Amicable Building.
W. M. Naman,
Spell, Naman & Howell,
Professional Building.

WICHITA FALLS
Bert King,
Bonner, King & Dawson,
City National Bank Building.
Tarlton Morrow,
Weeks, Morrow & Francis,
Staley Building.

UTAH

SALT LAKE CITY
J. R. S. Budge,
Budge, Parker & Romney,
First National Bank Building.
George A. Critchlow,
Critchlow & Critchlow,
Continental Bank Building.
J. D. Hurd,
Hurd & Hurd,
Continental Building.
Paul H. Ray,
Bagley, Judd & Ray,
Kearns Building.
Ralph T. Stewart,
Stewart, Stewart & Carter,
Continental National Building.

VERMONT

BARRE
Gelsie Monti,
203 North Main Street.

MONTPELIER
William N. Theriault,
Theriault & Hunt,
43 State Street.

RUTLAND
Walter S. Fenton,
Fenton, Wing, Morse & Jeffords,
Mead Building.

ST. ALBANS
Wm. R. McFeeters,
Peoples Trust Company Building.

VIRGINIA

ABINGDON
William A. Stuart,
Penn, Stuart & Phillips,
Sterchi Building.

APPALACHIA
Morton & Parker,
Wise County.

CHARLOTTESVILLE
W. E. Duke,
Duke & Duke,
1 Court Square Building.

CHRISTIANSBURG
Hunter J. Phlegar,
Ellett & Phlegar.

HARRISONBURG
Geo. N. Conrad,
Conrad & Conrad,
First National Bank Building.

LYNCHBURG
E. Thurman Boyd,
Boyd Building.

NORFOLK
J. W. Eggleston,
Vandeventer, Eggleston & Black,
Citizens Bank Building.
S. Burnell Bragg,
Law Building.
Wm. C. Pender,
Foreman, Pender & Dyer,
Law Building.
Harvey E. White,
Citizens Bank Building.
Leigh D. Williams,
Williams, Loyall & Taylor,
Citizens Bank Building.

RICHMOND
Hill Montague,
Montague & Montague,
Travelers Building.
Thomas O. Moss,
State Planters Bank Building.
Alexander H. Sands,
American National Bank Building.
S. L. Sinnot,
Richmond Trust Building.
Charles S. Valentine,
Denny & Valentine,
Travelers Building.
Lewis C. Williams,
Williams, Mullen & Hazelgrove,
American Bank Building.

ROANOKE
Harvey B. Apperson,
Apperson, Rush & Gentry,
Boxley Building.
S. King Funkhouser,
Funkhouser & Whittle,
Colonial-American Nat. Bank Bldg.
R. S. Leftwich,
Hall, Buford & Leftwich,
Boxley Building.
Leonard G. Muse,
Woods, Chitwood, Coxe & Rogers,
Boxley Building.
Geo. S. Shackelford, Jr.
Cocke, Hazelgrove & Shackelford,
Colonial-National Bank Building.

SUFFOLK
James H. Corbitt,
National Bank of Suffolk Building.

WINCHESTER
T. Russell Cather,
Rouss Avenue.

WASHINGTON

SEATTLE
D. G. Eggerman,
Eggerman & Rosling,
Exchange Building.
Cassius E. Gates,
Bogle, Bogle & Gates,
Central Building.
Charles T. Hutson,
Reynolds, Ballinger, Hutson & Boldt,
Exchange Building.
John E. Ryan, Jr.
Ryan, Askren & Ryan,
Northern Life Tower.
E. L. Skeel,
Roberts & Skeel,
Insurance Building.

SPOKANE
Lester P. Edge,
Edge & Wilson,
Paulsen Building.
B. H. Kizer,
Graves, Kizer & Graves,
Old National Bank Building.
R. E. Lowe,
Danson, Lowe & Danson,
Paulsen Building.

YAKIMA
J. C. Cheney,
LaBerge, Cheney & Hutcheson,
Miller Building.

WEST VIRGINIA

BECKLEY
L. L. Scherer,
File, File & Scherer,
Bank of Raleigh Building.

BLUEFIELD
D. M. Easley,
French & Easley,
Law Commerce Building.

CHARLESTON
Thomas B. Jackson,
Brown, Jackson & Knight,
Kanawha Valley Building.
Stanley C. Morris,
Steptoe & Johnson,
Kanawha Valley Building.

Robert E. McCabe,
McCabe & McCabe,
Security Bank & Trust Building.

CLARKSBURG

Howard L. Robinson,
Robinson & Robinson,
Union Bank Building.

James M. Guiher,
Steptoe & Johnson,
Union Bank Building.

Ronald F. Moist,
Deem & Moist,
Empire Building.

ELKINS

D. H. Hill Arnold.

FAIRMONT

Frank C. Haymond,
Haymond & Haymond,
Haymond Building.

HUNTINGTON

E. A. Marshall,
Fitzpatrick, Brown & Davis,
First Huntington National Bank Bldg.

Selden S. McNeer,
McNeer & Delaney,
First Huntington National Bank Bldg.

Harry Scherr,
Vinson, Thompson, Meek & Scherr,
Coal Exchange Building.

Paul W. Scott,
Scott, Graham & Wiswell,
First Huntington National Bank Bldg.

L. A. Staker,
Simms & Staker,
First Huntington National Bank Bldg.

MARTINSBURG

Clarence E. Martin,
Martin & Seibert,
The Peoples Trust Building.

PAKERSBURG

Mason G. Ambler,
Ambler, McCluer & Ambler,
306½ Juliana Street.

H. O. Hiteshew,
Russell, Hiteshew & Adams,
205 Fourth Street.

WHEELING

Joseph R. Curl,
Erskine, Palmer & Curl,
Riley Law Building.

WILLIAMSON

Wm. B. Hogg,
Hogg & Crawford,
First National Bank Building.

Lant R. Slaven,
Goodykoontz & Slaven.

WISCONSIN

APPLETON

Alfred C. Bosser,
Benton, Bosser & Tuttrup,
Insurance Building.

BELOIT

H. W. Adams,
Public Service Building.

FOND DU LAC

Russell E. Hanson,
Duffy, Duffy & Hanson,
Commercial National Bank Building.

GREEN BAY

Walter T. Bie,
North, Parker, Bie, Duquaine, Welsh & Trowbridge,
Bellin Building.

JANESVILLE

Malcolm O. Mouat,
Jeffris, Mouat, Oestreich, Wood & Cunningham,
14 West Milwaukee Street.

KENOSHA

Chester D. Richardson,
Dale Building.

LACROSSE

Jesse E. Higbee,
Higbee & Higbee,
Linker Building.

MADISON

Ralph W. Jackman,
111 S. Hamilton Street.

Byron H. Stebbins,
Olin & Butler,
1 West Main Street.

Robert J. Sutherland,
Stephens, Sletteland & Sutherland,
First Central Building.

MANITOWOC

W. J. Clark,
Nash & Nash,
Manitowoc Savings Bank Building.

MILWAUKEE

Orlaf Anderson,
Anderson, Donovan & Steinle,
739 N. Brodway.

James E. Coleman,
Bankers Building.

Glenn R. Dougherty,
Plankinton Building.

Gerald P. Hayes,
First Wisconsin National Bank Bldg.

William A. Hayes,
Bankers Building.

Leon B. Lamfrom,
Lamfrom, Tighe, Engelhard & Peck,
Bankers Building.

Geo. E. Morton,
Morton & Jones,
Empire Building.

Lawrence A. Olwell, General Counsel,
Old Line Life Ins. Co.,
229 E. Wisconsin Aevenue.

Aaron Scheinfeld,
Wurster & Scheinfeld,
First Wisconsin National Bank Bldg.

Walter Seher,
Seher & Seher,
Brumder Building.
Albert K. Stebbins,
Bloodgood, Stebbins & Bloodgood,
212 W. Wisconsin Avenue.
Joseph E. Tierney,
Bitker, Tierney & Puchner,
Bankers Building.

OSHKOSH
H. I. Weed,
Weed & Hollister,
Wisconsin National Life Building.

RACINE
S. P. Myers,
Thompson, Myers & Helm,
526 Monument Square.

STEVENS POINT
Charles H. Cashin,
Fisher, Cashin & Reinholdt.

WISCONSIN RAPIDS
R. B. Graves,
Goggins, Brazeau & Graves,
Mead-Witter Building.

WYOMING

CASPER
Wm. B. Cobb,
Consolidated Royalty Building.
Durham & Backeller,
Consolidated Royalty Building.

CHEYENNE
Wm. C. Kinkead,
Kinkead & Pearson,
Hynds Building.
M. A. Kline,
Majestic Building.

DOUGLAS
John D. Dawson,
Dawson & Daniels,
Jenne Building.